

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF GAINESVILLE**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA**  
**LOCAL NO. 3170**

**January 1, 2022– December 31, 2024**  
**(SUPERVISORY UNIT)**

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Communications Workers of America Drug-Free Workplace  
Drug Testing Under Rules of Federal Motor Carrier Safety Administration  
Pipeline and Hazardous Materials Safety Administration

**PREAMBLE**

**THIS AGREEMENT**, entered into this 6<sup>TH</sup> day of January 2022, between the City of Gainesville, hereinafter referred to as the "Public Employer" or "City," and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union."

**WITNESSETH:**

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

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

**WHEREAS**, all parties hereto agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay,

**NOW, THEREFORE**, for and in consideration of the premises herein contained, it is mutually agreed that:

1  
2 **ARTICLE 1**

3 **PURPOSE AND INTENT**

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

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

11 1.3 It is the intent and purpose of this Agreement to set forth herein basic and full  
12 agreement between the parties concerning specified terms and conditions of  
13 employment consistent with the availability of public funds.  
14

15 **ARTICLE 2**

16 **UNION RECOGNITION**

17 2.1 The City recognizes the Union as the collective bargaining agent of all  
18 probationary, regular full-time, and regular part-time, supervisory employees  
19 of the City in General Government and Gainesville Regional Utilities as  
20 defined by P.E.R.C.

21 2.2 The Union recognizes the City Manager and the General Manager for Utilities  
22 or their designated representatives as the sole representatives of the General  
23 Government and the Utilities System of the City of Gainesville, respectively,  
24 for the purpose of collective bargaining. There shall be no individual  
25 arrangements or agreements made covering any part or all of this Agreement  
26 contrary to the terms herein provided.

27 2.3 It is further understood and agreed that the President of Local No. 3170 or  
28 his/her designated representative will be the official spokesperson for said  
29 local union in any matter between the Local Union and the Public Employer.  
30

1 **ARTICLE 3**

2 **UNION SECURITY AND CHECK OFF**

3 3.1 Any and all employees who are eligible for inclusion in the bargaining unit  
4 shall have the right to join or not to join the Union as they individually prefer.  
5 It is agreed that there shall be no discrimination for or against any employee  
6 because of his/her membership in said organization and, likewise, no  
7 employee shall be discriminated against for non-membership in the Union  
8 and neither the Union nor any employee shall attempt to coerce an employee  
9 into joining or continuing in said organization.

10 3.2 Within thirty (30) days from the effective date of this Agreement and upon  
11 receipt of a stipulated, lawfully executed, written authorization from an  
12 employee covered by this Agreement, the City agrees to deduct on a bi-  
13 weekly basis dues as certified to the Public Employer by the Secretary-  
14 Treasurer of the Communications Workers of America and to remit the  
15 aggregate deductions so authorized together with an itemized statement to  
16 the Secretary-Treasurer. Dues deduction authorization submitted after the  
17 above date will be remitted within thirty (30) days from the date of the  
18 deduction on a monthly basis. Changes in Union membership dues will be  
19 similarly certified to the City in writing and shall be done at least thirty (30)  
20 days prior to the effective date of such change. This dues authorization may  
21 be revoked by the employee upon thirty (30) days written notice to the City  
22 and to the Union.

23 3.3 No deduction shall be made from the pay of any employee for any payroll  
24 period in which the employee's net earnings for that payroll period, after other  
25 deductions, are less than the amount of dues to be checked off.

26 3.4 The Union agrees to indemnify, defend and hold the City harmless against  
27 any and all claims, suits, orders, or judgments brought or issued against the  
28 City as a result of any action taken or not taken by the City under the  
29 provisions of this Article.

30 3.5 It is understood and agreed that the City will furnish the Union a list of  
31 employees who are eligible for membership in the Union. This list will be

1 furnished on or about October 1st of each year.

2 3.6 In the event that dues check off for an employee is stopped, the City will  
3 provide the Union with a thirty (30) day notice or a copy of an appropriate  
4 form which has caused check off to cease.

5 3.7 The City shall provide a monthly update on employees' status due to  
6 promotion, retirement, termination, and transfer. Such monthly status shall  
7 be provided to the Union President.

8  
9 **ARTICLE 4**

10 **MANAGEMENT SECURITY**

11 4.1 The Union and its members agree they shall have no right to strike. Strike  
12 means the concerted stoppage of work, the concerted absence of employees  
13 from their positions, the concerted failure to report for duty, the concerted  
14 submission of resignation, the concerted abstinence in whole or in part of any  
15 group of employees from the full and faithful performance of their duties of  
16 employment with the City of Gainesville, the Public Employer, for the purpose  
17 of inducing, influencing, condoning or coercing a change in the obligations,  
18 terms or conditions of their employment. The Union and its members further  
19 agree they shall have no right to participate in a deliberate and concerted  
20 course of conduct which adversely affects the services of the employer,  
21 including the failure to work overtime, the concerted failure to report to work  
22 after the expiration of a collective bargaining agreement and picketing in  
23 furtherance of a work stoppage or refusing to cross a picket line. Any  
24 violation of this Section shall subject the violator(s) to the penalties as  
25 provided by law and to the rules and regulations of the Public Employer.

26 4.2 Any employee covered by this Agreement who participates in, is a party  
27 thereto or promotes any of the above actions as outlined in Section 4.1 or  
28 other similar forms of interference with the operations or functions of the City  
29 shall be subject to disciplinary action up to and including discharge. The only  
30 question that shall be raised in any proceedings, judicial or otherwise,  
31 contesting such action, is whether any provision as outlined in Section 4.1



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

11 4.3 In the event of a strike as defined in Section 4.1 the Local President of the  
12 CWA, after determining such individuals are CWA members, shall  
13 immediately, within twenty-four (24) hours, verbally where possible, and in  
14 writing, order such employees to return to work. Copy of such order to be  
15 provided to the City within twenty-four (24) hours. This Article is not subject  
16 to the arbitration provisions of the Agreement, but shall be enforced by the  
17 ordinary processes of law.

## 18 **ARTICLE 5**

### 19 **MANAGEMENT RIGHTS**

20  
21 5.1 It is the right of the Public Employer to unilaterally determine the purpose of  
22 each of its constituent agencies, set standards of services to be offered to  
23 the public and exercise control and discretion over its organization and  
24 operations.

25 5.2 Except as otherwise provided herein, the Union recognizes the sole and  
26 exclusive rights, powers and authority of the Public Employer further include,  
27 but are not limited to, the following: to direct and manage employees of the  
28 City; to hire, promote, transfer, schedule, assign and retain employees; to  
29 suspend, demote, discharge or take other disciplinary action against  
30 employees for just cause; to relieve employees from duty because of lack of  
31 work, funds or other legitimate reasons to maintain the efficiency of its

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

11 5.3 If, in the sole discretion of the Public Employer, it is determined that civil  
12 emergency conditions exist, or are imminent including, but not limited to,  
13 riots, civil disorders, severe weather conditions (or similar catastrophes) the  
14 scheduling (Article 14.2) and time limit (Article 8) provisions of this  
15 Agreement may be suspended in writing by the City Manager or the  
16 General Manager for Utilities or those acting directly in their position during  
17 the time of the declared emergency, provided that wage rates and  
18 monetary fringe benefits shall not be suspended. Should an emergency  
19 arise, the Union President shall be advised as soon as possible of the  
20 nature of the emergency. **Both parties recognize that it is in their**  
21 **mutual best interest to communicate prior to a suspension of the**  
22 **Agreement.**

## 23 ARTICLE 6

### 24 UNION STEWARDS & UNION ACTIVITY

25 6.1 The Union shall have the right to select employees from those covered by  
26 this Agreement to act as Union stewards. A written list of the Union stewards  
27 and their jurisdictions shall be furnished to the Human Resources Director  
28 when possible at least forty-eight (48) hours prior to the effective date of their  
29 assuming office. The Union shall notify the Human Resources Director  
30 promptly of any change(s) of such Union stewards. No Union steward will  
31 perform any Union work unless the above has been complied with.

- 1 6.2 The CWA representative (non-employee and employee) may, with proper  
2 authorization, which will not be unduly withheld, be admitted to the property  
3 of the Public Employer. The representative, as designated above, shall be  
4 able to talk with employees before or after regular working hours or during  
5 lunch hours of said employees on Public Employer property in areas  
6 designated by the Public Employer.
- 7 6.3 Union stewards and officers (except for the Union President and Secretary-  
8 Treasurer) must be employees in the bargaining unit who have satisfactorily  
9 completed their probationary period.
- 10 6.4 Except as otherwise provided, the Union recognizes that Union stewards and  
11 officers are not entitled to any special benefits or treatment because of their  
12 roles as stewards or officers, nor shall stewards and officers be discriminated  
13 against for proper and legitimate Union activity in which they engage.
- 14 6.5 While on medical leave of absence without pay, sick leave, PCLB,  
15 unscheduled PTO, or while receiving workers' compensation payments,  
16 employees shall not function as Union officers or stewards.
- 17 6.6 The investigation, handling, or adjustment of grievances shall, insofar as is  
18 practical, be conducted by employees and/or Union stewards or a Union  
19 officer during non-working hours. Union officers and Union stewards shall  
20 not exceed twenty-seven (27) in number to cover both the non-supervisory  
21 and supervisory labor agreements. If grievance matters must be attended to  
22 during regular working hours, it will be done so as to cause a minimum of  
23 interference with production or services. Bargaining unit employees who are  
24 stewards or Union officers will be paid for time spent on such grievances up  
25 to a maximum of five (5) non-accumulative, non-transferable hours per  
26 scheduled week per Union officer or steward. It is acknowledged that the  
27 steward or Union officer must advise the appropriate management  
28 representative of the requirement and secure permission before conducting  
29 such investigation. Permission may be given verbally, provided that said  
30 verbal authorization insures adequate control of time spent on grievance  
31 handling; otherwise written permission shall be required. If written

1 permission becomes necessary, the City will provide a form which will be  
2 used for this purpose. Upon returning to his/her work assignment, the  
3 steward or Union officer shall report to the appropriate management  
4 representative unless prior consent not to do so has been secured. Union  
5 stewards or Union officers shall not investigate, present, or adjust grievances  
6 on overtime. The President or his/her designee shall be granted a union  
7 leave of absence to attend City Commission meetings which directly affect  
8 the bargaining unit, subject to Article 26, paragraph 26.11.

9 6.7 Union stewards shall investigate and settle grievances only on the job site or  
10 activity which is within their jurisdictions. The following protocol will be  
11 adhered to in the investigating/settling of grievances.

12 A. Informal & 1st Step:

13 Employees must use the Union Steward that has jurisdiction over the  
14 affected employee's area; if one is not available, see Section 6.8.  
15 There shall only be one steward of the Union allowed to leave his/her  
16 work station and/or work site to conduct Union business (e.g.,  
17 grievances, discipline meetings, meeting with management, etc.)

18 B. 2nd Step and 3rd Step:

19 The steward who handled the informal and 1st Step response may  
20 attend. In addition, the Union president or designee may be present.

21 6.8 If it becomes necessary for a Union steward to enter an area jurisdiction  
22 other than his/her own for the purpose of conducting Union business  
23 authorized by this Agreement, he/she shall notify the affected employee's  
24 Manager or his/her designee of the general nature of the business, and  
25 mutually agree upon a scheduled time to meet with the employee.

26 6.9 Solicitation of any and all kinds by the Union, including, but not limited to, the  
27 solicitation of membership, grievances and the collection of Union monies,  
28 shall not be engaged in during working hours. It is not the intent of the above  
29 to restrict or preclude any steward from answering legitimate questions from  
30 any members of the bargaining unit concerning Union activity.

31 6.10 The Union shall not distribute literature during working hours in areas where

1 the actual work of public employees is performed, such as offices,  
2 warehouses, schools, police stations, fire stations, and any similar public  
3 installations. This section shall not be construed to prohibit the distribution of  
4 literature during the employees' lunch in such areas not exclusively devoted  
5 to the performance of the employees' official duties.

6 6.11 The Union shall not distribute on City property any materials that reflect on  
7 the integrity or motives of any individual, agency, or activity of the City  
8 government or other labor organizations. This shall not restrict the Union  
9 from having the same privilege as any citizen, nor shall the City distribute any  
10 material that reflects on the integrity or motive of any individual, agency or  
11 activity of the Union.

12 6.12 The City will distribute to new employees, during new employee orientation,  
13 information which has been agreed to by the Union and the City.

14 6.13 The Union President or his/her designee will be permitted to represent all  
15 employees covered by this Agreement. The Vice President for General  
16 Government and the Vice President for Gainesville Regional Utilities shall be  
17 permitted to represent all employees covered by this Agreement, subject to  
18 paragraph 7.7.

## 19 **ARTICLE 7**

### 20 **DISCHARGE AND DISCIPLINE**

21  
22 7.1 A regular employee may be disciplined or discharged only for just cause and  
23 in a fair, impartial and consistent manner as established by the City. It is  
24 understood by the parties that employees are subject to all Rules and  
25 Regulations of the City.

26 7.2 Any official written reprimand shall be furnished to the employee outlining the  
27 reason for the reprimand. It is the City's intention to complete the  
28 investigation in a timely fashion and notify the employee of the potential of  
29 such disciplinary action within thirty (30) calendar days of the City becoming  
30 aware of the event giving rise to the discipline. The employee will be  
31 requested to sign the written reprimand; however, signature does not

1 necessarily imply agreement. If the employee refuses to sign, this refusal  
2 shall be noted and placed in the employee's personnel file. The employee  
3 shall have the opportunity to respond to the reprimand in writing. Whenever  
4 possible, the City will make every effort to reprimand an employee (whether  
5 verbal or written) in a private manner so as to avoid embarrassing the  
6 employee.

7 **7.3** Disciplinary actions involving discharge, demotion and suspension with loss  
8 of pay are subject to the grievance provisions of this Agreement. Written  
9 instructions and cautionings are subject to the grievance provisions of this  
10 Agreement. Written or verbal warnings are not grievable. Such warnings are  
11 not to be considered a "first offense" under City Personnel Policies and  
12 Procedures, Policy # E-3; however, such warnings may be used as a basis to  
13 substantiate future disciplinary action under Policy #E-3.

14 **7.4** Any discharged employee who has completed his/her probationary period  
15 shall have the right to appeal said discharge directly to the third step of the  
16 grievance procedure provided such appeal is made within seven (7) days  
17 from the effective date of such action, computed in accordance with Section  
18 8.3 (D).

19 **7.5** The discharge, discipline, demotion, layoff or suspension of probationary  
20 employees on initial hire or rehire shall not be subject to the grievance  
21 procedure of this Agreement.

22 **7.6** Except as otherwise provided in this paragraph, in imposing disciplinary  
23 measures by incremental steps based on successive deficiencies in  
24 employee performance on a current charge, the Department Head will not  
25 take into consideration prior infractions of the same rule which occurred more  
26 than eighteen (18) months previously, or, in the case of safety infractions,  
27 any prior safety infractions which occurred more than five (5) years  
28 previously. In discharge cases, the overall disciplinary record of the  
29 employee may be taken into consideration.

30 **7.7** An employee, upon request, shall be entitled to Union representation at  
31 disciplinary interviews or conferences in accordance with law. This shall not

1 be construed as requiring the CWA to represent a non-member.  
2  
3

4 **ARTICLE 8**

5 **GRIEVANCE PROCEDURE**

6 8.1 The Union, or any employee whose classification is represented by CWA  
7 Local 3170, may file a grievance concerning the meaning, application, and/or  
8 interpretation of the specific Articles of this Agreement and any disciplinary  
9 action as defined in Article 7, Section 7.3 of the Agreement, when a question  
10 of "Just Cause" exists resulting from the application of City or departmental  
11 rules and regulations. Any grievance filed shall adequately set forth the facts  
12 pertaining to the alleged violation and shall be processed in accordance with  
13 the following rules:

14 8.2 Informal Step

15 Prior to filing a written grievance, the affected employee, with or without union  
16 representation, shall, within seven (7) days [see 8.3 (D)], meet with the  
17 appropriate supervisor and manager to discuss his/her complaint or potential  
18 grievance in an effort to resolve the complaint. This informal step is for the  
19 affected employee to fully explain his/her complaint, present the facts, state  
20 his/her contentions and clear up any possible misunderstandings in an effort  
21 to informally resolve the complaint. The informal resolution may be  
22 bypassed, and the affected employee or the Union, at the affected  
23 employee's request, is allowed to file a Step 1 grievance if discipline resulting  
24 in suspension without pay has already been imposed. If the appropriate  
25 supervisor or manager has not responded within seven (7) days from the  
26 date of this initial meeting or the decision reached is not acceptable, the  
27 affected employee has seven (7) days, from receipt of response, or due date  
28 of response if not received, to file a written grievance in accordance with Step  
29 1.

30 8.3 Rules for Grievance Processing:

31 It is agreed:

32 (A) A grievance must be brought forward to the informal step within seven

1 (7) days after the occurrence of the event giving rise to the grievance  
2 or within seven (7) days after the employee, through use of  
3 reasonable diligence, should have obtained knowledge of the  
4 occurrence of the event giving rise to the grievance or within seven (7)  
5 days after the manager's response.

6 (B) Time limits at any stage of the grievance procedure may be extended  
7 by written mutual agreement of the parties involved at that step.

8 (C) A grievance not advanced to the higher step within the time limit  
9 provided shall be deemed permanently withdrawn and as having been  
10 settled on the basis of the decision most recently given. Failure on the  
11 part of the Public Employer's representative to answer within the time  
12 limit set forth in any step will entitle the employee to proceed to the  
13 next step.

14 (D) In computing time limits under this Article, City designated holidays  
15 and weekends (Saturdays and Sundays) shall not be counted except  
16 where it is specified by calendar days.

17 (E) In settlement of any grievance resulting in retroactive adjustment,  
18 such adjustment shall be limited to seven (7) days prior to the date of  
19 the informal meeting. Remedies or corrective actions shall not require  
20 the employer to violate this Agreement.

21 (F) When a grievance is reduced to writing, there shall be set forth in the  
22 space provided on the grievance form provided by the Public  
23 Employer all of the following:

- 24 1. A complete statement of the grievance and facts upon which it  
25 is based;
- 26 2. The article, or articles, and the specific section, or sections, of  
27 articles within this Agreement the employee claims to have  
28 been violated and a statement which completely explains the  
29 manner in which the section(s) and/or article(s) have been  
30 violated;
- 31 3. A clear description of the remedy or corrective action



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requested;

- 4. The signature of the grievant or grievants and the date submitted; and
- 5. The date and time of the alleged events which gave rise to the grievance.

(G) An employee, upon request, shall be entitled to Union representation in accordance with the provisions of this Agreement at each and every step of the grievance procedure set forth in this Agreement.

(H) Any grievance may be returned to the grievant for failure to meet the technical requirements as outlined in section F of this article. The grievant shall have seven (7) days to resubmit the grievance.

Step 1: An employee who has personally signed a grievance may, with or without Union representation, submit it in writing to the Division Head. The Division Head, or his/her representative, shall hold a meeting within seven (7) days after receipt of the written grievance. A written response shall be given to the employee and the union within seven (7) days of the meeting. The aggrieved employee, upon his/her request, may be accompanied at this meeting by the appropriate Union representative.

Step 2: If the grievance is not settled at Step 1, the aggrieved employee or the President of Local No. 3170 may submit a written appeal to the Department Head within seven (7) days after the Step 1 answer was due. This written appeal shall be signed by the aggrieved employee. The Department Head, or his/her representative, shall, within seven (7) days after the receipt of the written appeal, answer the appeal in writing or request a meeting with the employee and/or a Union representative. Such meeting shall be held if requested by either party. If such a meeting is held, a

1 written response shall be given to the employee and the  
2 Union within seven (7) days of the meeting.

3 Step 3: If the appeal is not settled at Step 2, the aggrieved  
4 employee or the President of Local No. 3170 may  
5 submit a written appeal to the appropriate Charter  
6 Officer, or his/her respective designees, within seven (7)  
7 days after the Step 2 answer was due. This written  
8 appeal shall be signed by the aggrieved employee and  
9 Union President. Grievances originating in General  
10 Government shall be submitted to the appropriate  
11 Charter Officer. Grievances originating in Utilities shall  
12 be submitted to the General Manager for Utilities. The  
13 Charter Officer, or his/her respective designees shall,  
14 within seven (7) days of receipt of the written grievance,  
15 answer the grievance in writing or request a meeting  
16 with the employee and/or a Union representative. Such  
17 meeting shall be held if requested by the Union  
18 President. If such a meeting is held, a written response  
19 will be given to the employee and the Union within  
20 seven (7) days of the meeting.

21 8.4 If the grievance is not settled in accordance with the foregoing procedure, the  
22 Union may request arbitration by serving written notice of intent to appeal  
23 with the Human Resources Director or designee within thirty (30) calendar  
24 days after receipt of the City's response in Step 3. The written notice shall  
25 state the facts of the case and list the article(s) and the section(s) of such  
26 article(s) of this contract alleged to have been violated. If the grievance is not  
27 appealed to arbitration within said thirty (30) calendar days, the City's Step 3  
28 answer shall be final and binding.

29 8.5 Within fifteen (15) calendar days from receipt of the request for arbitration,  
30 unless a time extension has been requested in writing and approved by the  
31 Human Resources Director or designee, the Union shall complete a

1 “Request For Arbitration Panel Form” and submit it to the Human Resources  
2 Director or designee who shall sign and submit to the Federal Mediation and  
3 Conciliation Service. The panel shall be for seven (7) arbitrators, unless the  
4 parties can mutually agree on an arbitrator to hear the grievance. This panel  
5 shall consist of arbitrators residing in Florida unless the parties agree  
6 otherwise. If the Union does not submit a “Request For Arbitration Panel  
7 Form” to the Human Resources Director or designee within said fifteen (15)  
8 calendar days, the answer at the previous step shall be binding. Both the  
9 Human Resources Director or designee and the Union shall have the right to  
10 strike two (2) names from the panel. Within fifteen (15) calendar days after  
11 receipt of the list, the Union shall notify the Human Resources Director or  
12 designee in writing requesting a date and time to meet and alternately cross  
13 out names on the list. Failure of the Union to notify the Human Resources  
14 Director designee in writing within the fifteen (15) days of receipt of the list  
15 shall result in the City’s Step 3 answer being final and binding. In all cases  
16 the party requesting arbitration shall cross out the first name. The remaining  
17 person shall be the arbitrator. The arbitrator shall be notified of his/her  
18 selection within five (5) days by a joint letter from the City and the Union  
19 requesting that he/she set a time and place, subject to the availability of the  
20 City and Union representatives. A copy of this article shall be included.

21 **8.6**

22 The arbitration shall be conducted under the rules set forth in this Agreement  
23 and not under the Rules of the FMCS. The arbitrator shall have no authority  
24 to modify, amend, ignore, add to, subtract from or otherwise alter or  
25 supplement this Agreement or any part thereof or any amendment thereto.  
26 The arbitrator shall consider and decide only the specific issue(s) submitted  
27 to him/her in writing by the City and the Union and shall have no authority to  
28 consider or rule upon any matter which is stated in this Agreement not to be  
29 subject to the arbitration, which is not a grievance as defined in Section 8.1,  
30 or which is not specifically covered by this Agreement. The arbitrator may  
31 not issue declaratory or advisory opinions and shall be confined exclusively  
to the question which is presented to him/her, which question must be actual

1 and existing. The arbitrator shall submit in writing his/her decision within  
2 thirty (30) days following the close of the hearing or the submission of briefs  
3 by the parties, whichever is later, provided that the parties may mutually  
4 agree in writing to extend said limitation. Consistent with this section, the  
5 decision of the arbitrator shall be final and binding.

6 8.7 The expense of arbitration, including the compensation expenses of the  
7 arbitrator, shall be shared equally by the City and the Union.

8 8.8 Each party shall be responsible for the expense or expenses of any witness  
9 or witnesses it calls.

10 8.9 The cost of any transcript shall be borne solely by the party requesting it;  
11 except when the other party requests a copy, in which case the cost will be  
12 split.

13 8.10 The City shall notify the Union President of all grievances filed by bargaining  
14 unit employees, and shall be advised as to disposition of the grievances in  
15 writing. The Union President, or his/her designee, shall be notified as to the  
16 time and place of grievance meetings.

17 8.11 If grievance material is contained in an employee's file, it shall be complete  
18 and fairly reflect the entire record on the matter or grievance at issue.

19  
20  
21 **ARTICLE 9**

22 **NON-DISCRIMINATION**

23 9.1 Employees of the City shall have the right to form, join, and participate in, or  
24 to refrain from forming, joining or participating in any employee organization  
25 of their own choosing. No employee shall be intimidated, restrained, coerced  
26 or discriminated against by either the City or the Union because of the  
27 exercise of these rights.

28 9.2 The City and the Union shall apply the provisions of this Agreement equally  
29 to all employees without discrimination because of age, sex, race, color,  
30 religion, national origin, political affiliation, disability, marital status, gender  
31 identity, sexual orientation or membership or non-membership in the Union

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

7 **ARTICLE 10**

8 **DRUG-FREE WORKPLACE**

9 10.1 The City and the Union recognize that substance abuse in the workplace  
10 exacts staggering costs in both human and economic terms. Substance  
11 abuse can be reasonably expected to produce impaired job performance,  
12 lost productivity, absenteeism, accidents, wasted materials, lowered  
13 morale, rising health care costs, and diminished interpersonal relationship  
14 skills. The City and the Union share a commitment to solve this problem  
15 and to create and maintain a drug-free work place. The parties have  
16 agreed that the procedures outlined in the Federal Department of  
17 Transportation Drug Testing Programs for Pipeline Facilities in accordance  
18 with Pipeline and Hazardous Material Safety Administration (PHMSA) and  
19 employees with Commercial Drivers Licenses (CDL), both of which include  
20 random testing, must be followed. In addition, the CWA 3170 Drug-Free  
21 Workplace Program, which does not include random testing, must also be  
22 followed. (See Addendum A)  
23

24 **ARTICLE 11**

25 **DESIGNATED LEAVE SYSTEM (Old System)**

26 VACATIONS

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

31  
32 Years Of Rate of Accrual

<u>Continuous Service</u>	<u>Per Pay Period</u>
1 to 5 years (1 mo. thru 59 mos.)	3 Hrs. 42 Mins.
5 to 10 years (60 mos. thru 119 mos.)	4 Hrs. 19 Mins.
10 to 15 years (120 mos. thru 179 mos.)	5 Hrs. 14 Mins.
15 to 20 years (180 mos. thru 239 mos.)	5 Hrs. 51 Mins.
20 years to 25 years (240 mos. thru 299 mos.)	7 Hrs. 5 Mins.
25 years or more (300 mos. or more)	7 Hrs. 24 Mins.

Regular part-time employees shall earn annual leave in the proportion that their workweek bears to a full-time workweek. A part-time employee whose average workweek over a four (4) week period is greater or less than their normal scheduled workweek shall have their accrual rate changed to reflect the higher or lower average workweek until it returns to normal.

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

<u>Years of Continuous Service</u>	<u>Maximum Hours</u>
1 to 5 years (1 mo. thru 59 mos.)	160
5 to 10 years (60 mos. thru 119 mos.)	192
10 to 20 years (120 mos. thru 239 mos.)	240
20 or more years	240

1 (240 mos. or more)  
2

3 Employees with vacation (annual leave) balances above the maximum  
4 allowed as of the anniversary of their adjusted service date (leave  
5 progression date or date of regular employment with the City, whichever is  
6 later) shall have their balances reduced to the maximum allowed during the  
7 pay period in which the anniversary of their adjusted service date (leave  
8 progression date or date of regular employment, whichever is later) occurs.  
9 Any sick leave incentive time awarded will be added to the vacation (annual  
10 leave) balance after the maximum hours have been adjusted.

11 11.3 Vacation (annual leave) shall continue to accrue during periods of absence in  
12 which the employee is in pay status, except when the absence is covered by  
13 donated leave (Leave Bank).

14 11.4 A. In general, the City policy for use of vacation (annual leave) will be in  
15 quantities of not less than one hour, except as otherwise provided in  
16 the Family and Medical Leave Act (FMLA). Vacation (annual leave)  
17 must begin or end at the start or close of the shift or work schedule  
18 unless an emergency arises. Department approval of scheduled  
19 leave will not be unreasonably withheld provided operational needs  
20 can be met, as determined by the City.

21 B. Each Department may establish written guidelines, based on job  
22 function, for the minimum increment of leave and the time of leave  
23 use during the shift which are more flexible than those stated in  
24 Section 11.4 (A) if operational needs so permit. The Department may  
25 amend these written guidelines at any time if operational needs so  
26 require, as long as they do not exceed the requirements in Section  
27 11.4(A).

28 11.5 Should a holiday occur during an employee's vacation, that day shall be  
29 charged as a holiday.

30 11.6 Except for payment for vacation that is sold back at the time of conversion to  
31 the PTO system, or upon termination or entry into the DROP, employees

- 1 shall not be paid for vacation (annual leave) accrued in lieu of taking a  
2 vacation.
- 3 11.7 Vacation (annual leave) shall not be granted in advance of being earned. If  
4 an employee has insufficient vacation (annual leave) credit to cover vacation  
5 (annual leave), the employee shall be in a no pay status.
- 6 11.8 Employees who are transferred from one department to another shall have  
7 their vacation (annual leave) credits transferred with them.
- 8 11.9 Upon termination of employment, the employee shall be entitled to  
9 compensation for any earned but unused vacation (annual leave) to his/her  
10 credit at the time of termination at the employee's current straight time rate of  
11 pay, except as provided below. Whenever an employee serves in a Special  
12 Assignment, Out of Class, or Acting Assignment for less than one year,  
13 premium(s) paid for such assignment shall not be included in the rate of pay.  
14 The employee's official termination date shall be the last day of active  
15 employment, and shall not be extended due to payment for unused vacation  
16 (annual leave) time.
- 17 11.10 If an employee is called back to work during his/her vacation (annual leave)  
18 period, the employee shall be allowed to reschedule with special  
19 consideration any vacation (annual leave) time lost as a result of the call  
20 back.
- 21 11.11 In the event of the death of an employee, all compensation due to the  
22 employee as of the effective date of death shall be paid to the beneficiary,  
23 surviving spouse, or to the estate of the employee as determined by law or  
24 by executed forms in his/her personnel folder.

25 **SICK LEAVE**

- 26 11.12 Regular and probationary full-time employees hired prior to 10/1/00 who are  
27 covered by this Agreement and have not elected the Paid Time Off (PTO)  
28 option shall accrue sick leave based on their leave progression date and  
29 shall be limited to the following schedule:
- 30 A. Employees earn sick leave at the rate of 1 Hr. 51 Mins. per pay  
31 period until their second anniversary. After two (2) years of service,



1 employees will earn sick leave at the rate of 2 Hrs. 47 Mins. per pay  
2 period and after four (4) years of service at the rate of 3 Hrs. 42  
3 Mins. per pay period.

4 B. Regular part-time employees shall earn sick leave in the proportion  
5 that their workweek bears to a full-time workweek. A part-time  
6 employee whose average workweek over a four (4) week period is  
7 greater or less than their normal scheduled workweek shall have  
8 their accrual rate changed to reflect either their higher or lower  
9 average workweek until it returns to normal.

10 11.13 Sick leave will be granted upon approval of the Department Head, or  
11 his/her designee, for the following reasons:

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

15 B. For personal medical and dental appointments.

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

21 D. An employee may use up to a maximum of 480 hours of the  
22 employee's accrued sick leave when an employee is needed to care  
23 for a member of the employee's immediate family (defined as  
24 spouse, certified or registered domestic partner dependent  
25 child[ren], mother or father) living in the same domicile, who is ill or  
26 injured, in the year between their leave progression dates. For the  
27 purpose of this article, dependent children are defined as the  
28 employee's unmarried, natural, adopted, or step-child[ren], or a child  
29 for whom the employee has been appointed legal guardian or legal  
30 custodian, or the natural or adopted child[ren] of the employee's  
31 current certified or registered domestic partner, who are under the

1 age of 19 or who are handicapped children as defined in the City's  
2 health insurance policy. Management may require confirmation of  
3 the relationship or of the illness or injury from the employee by  
4 furnishing a doctor's certificate or birth certificate, or any other  
5 means deemed appropriate.

6 11.14 All employees are required to notify the designated supervisor on duty as  
7 early as possible; in the case of non-shift employees, no later than the  
8 starting of his/her scheduled workday, and in the case of shift employees,  
9 no later than sixty (60) minutes prior to the starting of his/her scheduled  
10 workday, when he/she is unable to report for work because of illness or  
11 injury, giving the reason for absence. Employees failing to comply with this  
12 provision shall not be allowed to charge their absence to sick leave unless  
13 waived by the Department Head. All shift employees will notify the  
14 designated supervisor at least nine (9) hours in advance of their intent to  
15 return to work following absence due to illness or injury of more than two  
16 (2) days. Sick leave will not be granted for any sickness, injury or disability  
17 arising from a felonious act on the part of the employee. Sick leave will be  
18 charged only against the employee's regular workday and shall not be  
19 charged for absences on overtime or stand-by time. It shall be the mutual  
20 obligation of the City and the Union to cooperate with each other to prevent  
21 abuse of sick leave.

22 11.15 A. An employee absent for three (3) or more consecutive workdays  
23 shall be required to report to Employee Health Services prior to  
24 returning to work to verify that the employee is fit to work. An  
25 employee shall remain in sick leave status until he/she is released  
26 by Employee Health Services and reports to his/her work site. This  
27 provision may be waived temporarily by Management for employees  
28 returning to work anytime that Employee Health Services is not  
29 open, **except in cases of injury in which this provision shall**  
30 **apply.** Such absence shall require a doctor's written statement of  
31 diagnosis verifying the employee's illness or injury, which will be

1 turned in to Employee Health Services, or a similar statement from  
2 the City's Employee Health Services which will be turned in to the  
3 appropriate supervisor, or sick leave will not be allowed.

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

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

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

29 E. If the appropriate supervisor determines from personal observation  
30 that an employee reporting to duty may be too sick to work, he/she  
31 may be required to report to the City's doctor or nurse to determine

1                   whether the employee is fit to work.

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

8    11.16     Sick leave may not be charged in increments of less than one (1) hour  
9           without prior approval by the Department Head, or his/her designee, unless  
10           the absence is due to an FMLA qualifying event. Sick leave shall not be  
11           granted in advance of being earned. Vacation (annual leave) may be used  
12           in lieu of sick leave; however, the employee shall be considered sick and  
13           not on vacation and the time used shall be treated as sick leave for all  
14           purposes. When an employee has insufficient sick leave credit to cover a  
15           period of absence, vacation (annual leave) will be used and, if none is  
16           available, the employee shall be in a "no pay" status.

17           This paragraph pertains to unscheduled absences and is not intended to  
18           prevent advance scheduling of vacation (annual leave) as outlined in Article  
19           11, paragraph 11.4.

20   11.17     Should a holiday occur during the employee's sickness, the day shall be  
21           charged as a holiday.

22   11.18     Sick leave shall continue to accrue during the periods of absence in which  
23           the employee is in pay status, except when the absence is covered by  
24           donated leave (Leave Bank).

25   11.19     Employees who are transferred from one department to another shall have  
26           their sick leave credits transferred with them.

27   11.20     For employees not vested in the General Employees' Pension Plan, all  
28           unused sick leave is forfeited upon termination from the City's service.

29   11.21     For employees vested in the General Employees' Pension Plan:

30           A.     Any sick leave accrued and unused prior to October 1, 2012 shall be  
31           converted to additional service credit for determining pension benefits.

1 B. Any sick leave accrued and unused on or after October 1, 2012 shall  
2 not be converted to additional service credit for determining pension  
3 benefits. Only the lesser of the sick leave accrued prior to October 1, 2012,  
4 as described above, or at the time of termination or entry into the DROP  
5 may be converted to pension service credit.

6 11.22 Employees taking sick leave shall be compensated at their straight time  
7 hourly rate of pay for the time off work.

8 11.23 The sick leave incentive award will be given by the City to employees who  
9 use little or no sick leave, or vacation (annual leave) in lieu of sick leave,  
10 during the period of one (1) year. Eligibility for the incentive award shall be  
11 based on:

- 12 1. Date of hire or adjusted service date (leave progression date).
- 13 2. The amount of sick leave, or vacation (annual leave) in lieu of sick  
14 leave, used in the previous year of service that was not directly tied  
15 to a job related injury, unless said injury is due to an employee's  
16 failure to comply with established departmental safety standards that  
17 results in disciplinary action including but not limited to verbal or  
18 written warnings.

19 .  
20 11.24 The incentive award will be credited to an employee's accrued vacation  
21 (annual leave) and may be used as set forth in Article 11. The incentive  
22 award is computed on the following basis for each year of eligibility:

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

1 **ARTICLE 12**

2 **PAID TIME OFF LEAVE (PTO) SYSTEM**

3 12.1 All regular and probationary full-time or part-time employees covered by this  
4 Agreement hired on or after 10/1/2000 or who enter the Deferred Retirement  
5 Option Program (DROP) on or after 1/1/2007, are automatically covered by  
6 this Article. In addition, any regular or probationary full-time and part-time  
7 employee hired prior to 10/1/2000 and any employee currently in the DROP  
8 who make a one-time irrevocable election to select this leave system is also  
9 covered by this Article rather than Article 11.

10 12.2 Paid Time Off (PTO) is a single leave bank system that combines earned  
11 vacation time (annual leave) and earned sick time. This system does not  
12 include City-designated holidays; nor does it include any event-based leave  
13 which may be additionally authorized based on the occurrence of specific  
14 events.

15 12.3 Transition Plan for Employees who elect to move to the PTO System and for  
16 any employee who enters the DROP:

- 17 A. An employee hired prior to October 1, 2000, may elect at any time to  
18 move to the PTO System at the beginning of any pay period.
- 19 B. Any employee who enters the DROP is automatically moved to the  
20 PTO System if he/she is not already enrolled in the PTO System.
- 21 C. If an employee elects to move to the PTO System or enters the DROP  
22 on or after the date of ratification, the following conditions will apply:
- 23 1. No transfer back to the "old plan" (Sick/Vacation) will be  
24 permitted.
  - 25 2. No loss of accrued leave will occur, meaning that all unused  
26 accrued sick leave will be transferred to the employee's  
27 Personal Critical Leave Bank (PCLB) account; and all unused  
28 accrued vacation (annual leave) will be transferred to the  
29 employee's Paid Time Off (PTO) account.
  - 30 3. At the employee's first anniversary date (leave progression  
31 date) after election/transfer, he/she will be eligible to select any

options available under the PTO System provided the PCLB requirements are met.

4. The PCLB requirements of the PTO system will prevail beginning the date of election/transfer.

12.4 Annual Accrual Rates:

- A. All employees hired on or after January 1, 2007, shall be granted 24 hours of PTO for personal leave on the first pay period following their employment with the City. This is the only accrual for the first six months of employment.
- B. All employees hired on or after January 1, 2007, shall be granted 58 hours of PTO on the first pay period following completion of their first six months of employment. Thereafter the following rates shall apply:

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

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Regular part-time employees shall earn annual leave in the proportion that their workweek bears to a full-time workweek. A part-time employee whose average workweek over a four (4) week period is greater or less than their normal scheduled workweek shall have their accrual rate changed to reflect the higher or lower average workweek until it returns to normal.

12.5 Scheduled Paid Time Off (PTO) may be used for any purpose an eligible employee deems necessary. PTO shall be taken in increments of not less than one (1) hour, except as otherwise provided in the Family and Medical Leave Act (FMLA). Accrued time can be used as soon as it is accrued, but in no event can it be taken prior to actual accrual.

12.6 A. Each Department shall establish and may amend reasonable written guidelines defining scheduled and unscheduled leave, based on job function and according to operational needs. In general, the City policy for use of PTO will be in quantities of not less than one hour, except as otherwise provided in the Family and Medical Leave Act (FMLA). PTO must begin or end at the start or close of the shift or work schedule unless an emergency arises. Department approval of scheduled leave will not be unreasonably withheld provided operational needs can be met, as determined by the City.

B. Each Department may establish written guidelines for the minimum increment of leave and the time of leave use during the shift which are more flexible than those stated in Section 12.6(A) if operational needs so permit. The Department may amend these written guidelines at any time if operational needs so require, as long as they do not exceed the requirements in Section 12.6(A).

12.7 The first sixteen (16) hours of any absence will be deducted from the employee's PTO leave account except as otherwise provided in Article 19 (Bereavement Leave), Article 25 (Workers' Compensation), Article 26 (Leave of Absence With or Without Pay), Article 27, Military Leave, or in cases of suspension without pay. Absences that do not meet the advance



1 notice requirements of the department will be considered unscheduled leave.  
2 If an employee does not have sufficient accrued unused PTO to cover the  
3 period of absence, the employee will be put on leave without pay for the first  
4 sixteen (16) hours or that portion thereof.

5 **12.8**

6 A. Whenever unscheduled leave is taken, employees will be required to  
7 notify their supervisor in accordance with departmental written  
8 guidelines. Generally, an employee will be allowed to take up to five  
9 (5) occurrences of unscheduled leave in a one-year period. After five  
10 (5) occurrences, the department head may require certification of  
11 absence for unexpected illness from a doctor or certified health  
12 professional.

13 B. In the interest of keeping a healthy workforce, the employee's  
14 supervisor has the right to send an employee, who appears to be ill or  
15 who may be a health risk to co-workers, to Employee Health Services  
16 (EHS). If EHS determines that the employee should be sent home  
17 due to the illness, the time will be considered scheduled PTO leave for  
18 the first sixteen (16) hours. For after-hours and weekend shifts, the  
19 supervisor shall have the right to send the employee home due to  
20 illness as scheduled leave.

21 **12.9**

22 For purposes of overtime, scheduled PTO leave will be counted as hours  
23 worked and PCLB or unscheduled PTO leave will not be counted as hours  
24 worked.

25 **12.10**

**MAXIMUM ACCRUAL (CARRYOVER CAP):**

Carryover of accrued PTO is permitted as follows:

<b>Years of Continuous Service</b>	<b>Carryover Permitted</b>
<b>0 to 5 years (1 mo. thru 59 mos.)</b>	<b>160 Hours</b>
<b>5 to 10 years</b>	<b>200 Hours</b>

<b>(60 mos. thru 119 mos.)</b>	
<b>10 to 15 years</b> <b>(120 mos. thru 179 mos.)</b>	<b>224 Hours</b>
<b>15 to 20 years</b> <b>(180 mos. thru 239 mos.)</b>	<b>240 Hours</b>
<b>20 to 25 years</b> <b>(240 mos. thru 299 mos.)</b>	<b>272 Hours</b>
<b>25 years or more</b> <b>(300 mos. or more)</b>	<b>280 Hours</b>

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The maximum accrual shall be calculated as of the employee’s anniversary date (leave progression date). All hours over the PTO accrual cap must be either used or allocated to the options outlined below at the employee’s anniversary date (leave progression date) each year.

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

12.12 PERSONAL CRITICAL LEAVE BANK (PCLB)

It is recommended that the employee establish a PCLB, on his/her leave progression date, by depositing some number of hours of his/her PTO into the PCLB. The PCLB is used for the seventeenth (17) consecutive hour and beyond of absence due to any injury/illness of the employee or when an employee is needed to care for a member of the employee’s immediate family (defined as spouse, dependent child[ren], mother, father, or certified or registered domestic partner) who is ill or injured or for the birth, placement, adoption of a child, or bonding/well newborn care after such, in the year between their leave progression dates. Documentation by a certified physician, hospital or Employee Health Services may be required as

1 determined by his/her Manager/designee. For the purpose of this Article,  
2 dependent children are defined as the employee's unmarried, natural,  
3 adopted, or step-child[ren], or a child for whom the employee has been  
4 appointed legal guardian, or the natural or adopted child[ren] of the  
5 employee's current certified or registered domestic partner who are under the  
6 age of nineteen (19) or who are handicapped children as defined in the  
7 City's health insurance policy.

8 **12.13** Employees may use a maximum of 464 hours of PCLB for family-related  
9 illness in the year between their leave progression dates. If an employee  
10 does not have sufficient PCLB to cover the absences, the employee's time  
11 will be charged to PTO prior to entering a "no pay" status.

12 **12.14** A. Any PCLB that is accrued and unused prior October 1, 2012 shall be  
13 converted to additional service credit for determining pension benefits. No  
14 cash payment for unused PCLB hours will be allowed at retirement,  
15 resignation or termination.

16 B. Any PCLB accrued and unused on or after October 1, 2012 shall not  
17 be converted to additional service credit for determining pension benefits.  
18 Only the lesser of the PCLB accrued prior to October 1, 2012, as described  
19 above, or at the time of termination or entry into the DROP may be converted  
20 to pension service credit.

21  
22 **12.15** There is unlimited accumulation of time in the PCLB.

23 **12.16** An employee may transfer any number of PTO leave hours (in one hour  
24 increments) to a PCLB account at any time and may enroll in recurring  
25 contributions (on a bi-weekly basis) during initial benefit enrollment, within  
26 thirty (30) days of completing the initial probationary period, and during Open  
27 Enrollment each year.

28 **12.17** A. Provided the employee has accumulated a minimum of 40 hours of  
29 PTO and at least 220 hours in PTO and/or a PCLB at the time of  
30 election and the beginning of the pay period when payment is to be  
31 made, the employee will be permitted to convert up to forty (40) hours

1 of PTO to cash at any one time during the fiscal year, to be paid via  
2 payroll. Hours converted to cash will not be included in the pension  
3 base nor used for final average earnings calculations.  
4

5 B. In order to use the conversion to cash option, the employee must  
6 submit a written request to the timekeeper on the form provided at  
7 least fourteen (14) calendar days in advance of the beginning of the  
8 pay period when payment is to be made.

9 12.18 Should an employee have more than the allowable carryover cap on his/her  
10 anniversary date (leave progression date) and fail to choose one of the  
11 above options, the number of hours over the allowable carryover cap will  
12 automatically default into the employee's PCLB. 12.19

### 13 LEAVE BANK

#### 14 A. Eligibility

- 15 1. PTO-covered employees who do not maintain a "Minimum Balance"  
16 total of PTO and PCLB as described below will **ONLY** be eligible to  
17 receive leave donations from other City employees if:
  - 18 a. The employee is making a bi-weekly contribution to his/her PCLB,  
19 **and;**
  - 20 b. PCLB contributions remain in effect until the employee's combined  
21 PCLB and PTO amount reach a "Minimum Balance" based on  
22 years of service as described below.
  - 23 c. If leave donations are permitted, employees must sign an  
24 agreement stating that upon return to work, they will continue bi-  
25 weekly contributions to PCLB until their combined PCLB and PTO  
26 balance reaches a "Minimum Balance" based on years of service  
27 as defined below.
  - 28 d. Employees entering the DROP after the effective date of this  
29 Agreement shall not be eligible to receive leave bank donations.
- 30 2. Once the employee reaches the "Minimum Balance" below, he/she  
31 may cease voluntary contributions to the PCLB account annually

1 during Open Enrollment and remain eligible for Leave Bank donations.  
2 However, the combined total of PTO and PCLB on the first day of  
3 extended leave must be equal to or greater than the “Minimum  
4 Balance” based on years of service as defined below.

- 5 3. Employees participating in the Paid Time Off Leave System (PTO)  
6 and who do not make voluntary contributions to their PCLB accounts  
7 or do not maintain a “Minimum Balance” based on years of service as  
8 defined below, **will not** be eligible to receive Leave Bank donations.  
9

10

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

11  
12 **B. DONATIONS TO OTHER EMPLOYEES**

- 13 1. An employee may donate time from accrued PTO leave credits to  
14 another employee for whom a leave donation fund has been  
15 established in accordance with City policy and/or terms of this  
16 Agreement.  
17 2. The option to donate accrued PTO leave to another qualified  
18 employee does not necessarily have to occur at the employee’s  
19 anniversary date (leave progression date), but rather whenever an  
20 eligible leave account is established.  
21 3. No minimum PTO/PCLB balance is required for donations of PTO  
22 to a leave donation bank.

1  
2 **ARTICLE 13**

3 **HOLIDAYS**

4 **13.1** The City observes the following paid holidays, but reserves the right to  
5 schedule work on these days. Regular and probationary full-time employees  
6 covered by this Agreement are entitled to eleven (11) paid holidays, eighty-  
7 eight (88) hours, listed below. Regular part-time employees shall earn  
8 holiday leave in the proportion that their workweek bears to a full-time  
9 workweek. A part-time employee whose average workweek over a four (4)  
10 week period exceeds their normal scheduled workweek shall have their  
11 accrual rate changed to reflect the higher or lower average workweek until it  
12 returns to normal.

---

14	New Year's Day	Observance Date
15	Martin Luther King, Jr.'s	Observance Date
16	Birthday	
17		
18	Memorial Day	Last Monday in May
19		
20	Juneteenth	Observance Date
21		
22	Independence Day	Observance Date
23		
24	Labor Day	First Monday in September
25		
26	Veterans' Day	Observance Date
27		
28	Thanksgiving Day	Fourth Thursday in November
29		
30	Day After Thanksgiving	Friday After Thanksgiving
31		
32	Christmas Day	Observance Date
33		
34	One Additional Holiday	See Section 13.2

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35  
36  
37 Holidays shall be observed on the observance date as established by the  
38 City, except for those employees scheduled to work on a Saturday or Sunday  
39 on which the actual holiday falls. They shall observe the actual date. In no

1 event shall an employee be paid for the same holiday more than once.  
2 In the event the City Commission declares a holiday not expressly listed in  
3 this paragraph, the parties agree to reopen this paragraph to negotiate  
4 implementation of that holiday.

5 13.2 During budget preparations, the Human Resources Director and the Local  
6 President shall confer in an attempt to determine the one (1) additional  
7 holiday for the next fiscal year. In the event the two parties cannot reach  
8 agreement, final determination shall be made by the City Manager on or  
9 before September 1<sup>st</sup>.

10 13.3 To be eligible for a paid holiday, an employee must be in pay status for a full  
11 day on his/her assigned workdays immediately before and after the day on  
12 which the holiday is observed.

13 13.4 Whenever an observed holiday occurs, the employee shall receive up to  
14 eight (8) hours of pay at his/her straight time hourly rate of pay for the  
15 holiday. Part time employees shall receive four (4) or six (6) hours Holiday  
16 Pay, depending on the budgeted status of the position ( $\frac{1}{2}$  or  $\frac{3}{4}$  time).

17 13.5 In addition, whenever an employee works on a City designated (i.e.,  
18 observed) holiday, the following shall apply:

- 19 1. All hours worked shall count towards the computation of overtime.
- 20 2. For each hour worked, up to a maximum of eight hours worked, the  
21 employee shall receive 0.5 hours of additional compensation at the  
22 straight time rate of pay.
- 23 3. The 0.5 hours of additional compensation as defined above shall not  
24 be paid in addition to the time and one-half already paid to the  
25 employee for unscheduled (Call-Out or Remote Assist) work on a  
26 holiday.

27 13.6 Failure to report for work on a holiday after having been scheduled to work  
28 on such holiday shall be just cause for denial of holiday pay.

29 13.7 Should a holiday occur during an employee's sickness, the day shall be  
30 charged as a holiday.

31

1 **ARTICLE 14**

2 **HOURS OF WORK**

3 14.1 The provisions of this Article are intended to provide a basis for determining  
4 the basic workweek and shall not be construed as a guarantee to such  
5 employee of any specified number of hours of work either per day or per  
6 week or as limiting the right of the City to fix the number of hours of work  
7 (including overtime) either per day or per week for such employee.  
8 Departmental management will establish and change the basic workweek  
9 and hours of work best suited to meet the needs of the department,  
10 provided that any change shall be in compliance with other provisions of  
11 this Agreement and shall not be arbitrary and capricious.

12 14.2 **BASIC WORKWEEK**

- 13 A. The workweek shall consist of a period of seven (7) consecutive days.  
14 The normal workweek may consist of forty (40) hours per week. The  
15 normal workday may consist of eight (8) or ten (10) or twelve (12)  
16 hours of work, exclusive of the lunch period, in a twenty-four (24) hour  
17 period, unless otherwise specified herein. The City and the Union  
18 recognize that certain types of activities require different treatment as  
19 to hours worked, and agree that in those instances, a different shift,  
20 including the lunch period, may be allowed.
- 21 B. If there is any change in the scheduled workweek of an employee,  
22 such change shall be posted one (1) week in advance. If a new  
23 schedule is not posted, the current schedule shall remain in effect for  
24 an additional week. However, the posted workweek schedule may be  
25 changed without notice when in response to: an unscheduled event,  
26 circumstances described within Article 17, Non-Standard Operating  
27 Procedures, mutual agreement between the employee and his/her  
28 manager, or the absence of an employee. In such cases, the posted  
29 schedule will be reinstated at the start of the workweek following the  
30 end of the event or circumstance that caused the schedule disruption.

31 14.3 **EXCHANGE OF HOURS OF WORK**



1 Upon prior approval of the Department Head or his/her designee,  
2 employees within the same job classification working regularly scheduled  
3 hours may exchange hours of work (shift for shift) within the same  
4 workweek with one another, provided no overtime expense or  
5 inconvenience is caused to the City.

6 **14.4 BREAKS**

7 If operations allow, all employees in the bargaining unit shall be entitled to a  
8 ten (10) minute break during the first four (4), five (5) or six (6) hours of  
9 their normal workday and a ten (10) minute break during the second four  
10 (4), five (5) or six (6) hours of their normal workday (depending upon  
11 whether they work an eight (8), ten (10) or twelve (12) hour workday shift).  
12 The daily scheduling of such breaks shall be at management's discretion.

13  
14 **14.5 HOLIDAY WORKWEEK**

15 Schedules may be modified at the sole discretion of Management based on  
16 job function and according to operational needs to retain normal daily work  
17 hours but reduce the days worked during the normal holiday workweek. In  
18 the event schedules are modified, Management shall develop holiday  
19 workweek schedules. Holiday workweek schedules, if modified, shall be  
20 posted in the Department/Division and filed with Human Resources.

21 **ARTICLE 15**

22 **PREMIUM PAY**

23  
24 **15.1** The provisions of this Article are intended to provide a basis for determining  
25 the number of hours of work for which an employee shall be entitled to be  
26 paid at premium rates. Any employee covered under this Agreement shall  
27 be required to work overtime, perform Remote Assist or Call-Out if required  
28 by management. Management, at its discretion, may excuse an employee  
29 from overtime. All authorized and approved work performed by an  
30 employee in a classification eligible for overtime, in excess of forty (40)  
31 hours in any one workweek, shall be paid at the premium rate of one and  
32 one-half (1½) times the employee's straight time hourly rate of pay except

1 as defined below.

2 There shall be no duplication or pyramiding in the computation of overtime,  
3 call-out, stand-by pay, or double-time as provided in the "REST  
4 TIME/DOUBLE TIME" section and nothing in this Agreement shall be  
5 construed to require the payment of premium pay more than once for the  
6 same hours worked.

7 Hours compensated at two (2) times the regular straight time rate shall not  
8 count as hours worked for the purpose of computing overtime.

9 **15.2**

A. The following overtime guidelines shall apply:

10 1. Only Vacations, scheduled Paid Time Off (PTO), all hours  
11 worked or up to 8 hours not worked on a holiday (depending  
12 upon whether the employee is full-time or part-time), rest time  
13 and other actual time worked shall count as hours worked for  
14 the purpose of computing overtime.

15 2. However, vacations and scheduled PTO shall not count as  
16 hours worked for the purpose of computing overtime when the  
17 entire regularly scheduled workweek is charged as Vacation  
18 (annual leave) or scheduled Paid Time Off (PTO).

19 B. Whenever an employee works on a holiday as defined in Article 13 -  
20 Holidays, the following shall apply:

21 1. For each hour worked, up to a maximum of eight (8) hours  
22 worked, the employee shall receive 0.5 hours of additional  
23 compensation at the straight time rate of pay. For example,  
24 except as provided in 15.2.B.2., if a regular full time employee  
25 works six (6) hours on a holiday, the employee would be paid  
26 eight (8) hours of Holiday Pay, six (6) hours of pay at the  
27 straight time rate of pay, and three (3) hours of Holiday Bonus  
28 (6 x 0.5).

29 2. The 0.5 hours of additional compensation as defined above  
30 shall not be paid in addition to the time and one-half already  
31 paid to employees for unscheduled (call out or

1 phone/computer assist) work on a holiday.

2 15.3

3 Where **scheduled** overtime (notification at least eight hours prior to the  
4 beginning of overtime) work is frequent, opportunity to work scheduled  
5 overtime will be offered as equally as is practicable among employees in  
6 the same job classification in the same work section and area, provided the  
7 employees are qualified to perform the specific overtime work required.

8 The affected divisions are:

9 Kelly Power Plant

10 Deerhaven Power Plant

11 Electric Transmission and Distribution

12 Gas and Electric Measurement

13 Electric Substations and Relaying

14 Systems Control Center

15 Murphree Water Treatment Plant

16 Kanapaha Water Reclamation Facility

17 Main Street Water Reclamation Facility

18 Wastewater Collection

19 Water Distribution

20 Gas Transmission & Distribution

21 Public Works

22 Traffic Operations

23 Field Services

24 Stores

25 GG Fleet

26 GG Facilities

27 GRUCom

28 Parks, Recreation & Cultural Affairs

- 29 • Scheduled overtime hours offered shall be accumulated on records  
30 available to the Union and employees unless mutually agreed upon by  
31 the Union and Department Management.
- Scheduled overtime offered, but not worked, will be considered as

overtime worked in maintaining these records.

- Managerial employees, other than in emergencies, shall not be called in on overtime to perform non-managerial functions.

15.4 STAND-BY DUTY

Employees on stand-by are required to be in a state of readiness at all times while assigned the stand-by duty. The employee must also be readily reachable by direct communication (e.g., pager, cell phone, regular telephone, etc.) at all times while assigned the stand-by duty.

STAND-BY PAY

DAY	HOURS	RATE OF PAY
Monday thru Friday	1 per day	Straight time rate of pay
Saturday and Sunday	2½ per day	Straight time rate of pay
City-observed Holidays	2½ per day	Straight time rate of pay

Hours compensated for as standby pay shown above shall not count as hours worked for the purpose of computing overtime.

15.5 REMOTE ASSIST

Remote Assist is defined as a situation where the employee is not required to leave his/her residence to perform work duties. Remote Assist work duties are defined as calls from the employee's home to other employees to respond to work, calls from outside agencies & businesses related to emergency work, calls from an authorized Manager/designee about operational needs to solve an operational problem that would otherwise require the employee to come into work, and/or perform computer work from home to solve operational problems that would otherwise require the employee to come in to work. Remote Assist is not telecommunications for clarifications such as, but not limited to: locating an item or clarifying what was written in a log, etc. All requests for Remote Assist pay shall be

1 submitted on a Remote Assist form and must be approved by the  
2 employee's Manager/designee.

- 3 1. Remote Assist pay shall begin when the employee commences the  
4 first documented work (e.g., computer sign-on, telecommunications  
5 work, etc.) and Remote Assist shall continue until the employee  
6 terminates work (e.g., computer signoff, telecommunications  
7 disconnect, etc.).
- 8 2. Such employee shall receive one and one-half (1½) times his/her  
9 straight time rate of pay for all such unscheduled hours that he/she  
10 actually works, or the employee shall receive a minimum guarantee,  
11 whichever is greater. (See "Minimum Guarantees" Section.)
- 12 3. Hours compensated for as Remote Assist shall not count as hours  
13 worked for the purpose of computing overtime.

#### 14 15.6 REMOTE ASSIST BECOMES CALL-OUT

15 In cases where the employee is not successful in correcting a problem on a  
16 Remote Assist and he/she is required to report to a work site, his/her status  
17 will change to "Call Out." Call-Out pay shall begin when the employee  
18 commenced the first documented work for the Remote Assist (e.g.,  
19 computer sign-on, telecommunications work, etc.) and shall continue until  
20 the employee terminates work. Travel time to home shall not be included  
21 when the employee is not in a communications-equipped City vehicle.

#### 22 15.7 CALL-OUT

23 Call Out is defined as a situation where an employee is ordered to, and does  
24 report to work with less than eight (8) hours notice.

- 25 1. Call-Out pay shall begin whenever the first of the following occurs:
  - 26 a. The employee gets into a communications-equipped City  
27 vehicle and notifies dispatch he/she is in service; OR
  - 28 b. The employee reaches the work site and reports as  
29 authorized; OR
  - 30 c. In the event a Remote Assist becomes a Call-Out (see  
31 "Remote Assist Becomes Call-Out" above).

2. If an employee is called out, and does report to work, such employee shall receive one and one-half (1½) times his/her straight time rate of pay for all unscheduled hours that he/she actually works; or, the employee shall receive a minimum guarantee, whichever is greater. (See "Minimum Guarantees" below.)
3. Hours compensated for as Call-Out shall not count as hours worked for the purpose of computing overtime.

15.8 MINIMUM GUARANTEES

REMOTE ASSIST

- a. The minimum guarantee for a Remote Assist SHALL APPLY to any authorized Remote Assist received within the eight-hour period prior to the start of the normal scheduled work hours regardless of whether or not the employee is scheduled to work the following day and regardless of the duration of the call.
- b. The minimum guarantee SHALL APPLY to Phone/Computer Assist calls (authorized or not) received greater than eight hours prior to the start of the normal scheduled work hours provided the call exceeds seven (7) minutes.
- c. The minimum guarantee for Remote Assist SHALL NOT apply to any call (authorized or not) received greater than eight hours prior to the start of the normal scheduled work hours provided the call is of seven (7) minutes or less duration.
- d. Once the minimum guarantee applies, employees may be called (by telephone or computer) more than one time and all work performed within the duration of this minimum guarantee shall still be considered one (1) Remote Assist.
- e. Minimum Guarantee:

	HOURS	RATE
ON STANDBY	1 hour	1½ times the employees straight time rate of pay

NOT ON STANDBY	1½ hours	1½ times the employees straight time rate of pay
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11

**CALL OUT**

a. Once the minimum guarantee applies, employees may be called out more than one time and all work performed within the duration of this minimum guarantee shall still be considered one (1) Call Out.

b. Minimum Guarantee

	HOURS	RATE
ON STANDBY	2 hours	1½ times the employees straight time rate of pay
NOT ON STANDBY	3 hours	1½ times the employees straight time rate of pay

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28

**15.9**

**REST TIME/DOUBLE TIME**

- A. Whenever an employee is required to work without having had eight (8) consecutive hours off, such hours worked shall be cumulative, and when the total number of hours worked reaches sixteen (16) hours, any additional hours worked shall be compensated at two (2) times the employee’s straight time rate of pay until the employee shall have had eight (8) consecutive hours off.
- B. Remote Assist work of two (2) instances or less in number and seven (7) minutes or less duration shall not be considered an interruption of consecutive hours off duty.
- C. Prior to or after an employee has worked sixteen (16) hours as specified above, the City may, at its option, grant the employee eight (8) consecutive hours off duty.
- D. If any of the off-duty hours fall within or overlap into the employee’s next regularly scheduled straight time work period, he/she shall be paid for all such hours off-duty within his/her regular straight time

1 work period at his/her regular straight time rate.

2 E. Hours compensated at two (2) times the regular straight time rate  
3 shall not count as hours worked for the purpose of computing  
4 overtime.

5 F. Nothing under this section shall be construed as requiring the City to  
6 work an employee at two (2) times his/her straight time rate of pay.

7 **15.10 OUT OF CLASS\***

8 Employees assigned by their Department Head or his/her designee to work  
9 out-of-class in a higher paid bargaining unit or non-bargaining unit  
10 classification for eighty (80) or more consecutive hours , including holidays,  
11 shall be paid for such hours retroactive to the first hour so assigned at five  
12 percent (5%) above their straight time rate of pay or base of the higher  
13 classification whichever is higher, but not to exceed the maximum rate of  
14 pay assigned to the higher classification. In the event the qualifying Out of  
15 Class assignment continues, all hours in a pay status on the Out of Class  
16 assignment shall be paid in accordance with this provision, with the exception  
17 of time on an approved leave of absence (e.g. Paid Parental Leave, Military  
18 Leave of Absence, etc.).

19  
20  
21 \* Working Out-Of-Class – Performing all the functions of a higher  
22 classification.

23 **15.11 SPECIAL ASSIGNMENT\*\***

24 Employees assigned by their Department Head or his/her designee to work  
25 on a special assignment for eighty (80) or more consecutive hours,  
26 including holidays, shall be paid for such hours retroactive to the first hour  
27 so assigned at five percent (5%) above their straight time rate of pay. In  
28 the event the qualifying special assignment continues, all hours in a pay  
29 status on the special assignment shall be paid in accordance with this  
30 provision, with the exception of time on an approved leave of absence (e.g.  
31 Paid Parental Leave, Military Leave of Absence, etc.).





1 required to meet this residential boundary requirement, except as provided  
2 in 16.7B. **In no event shall the minimum drive time from the employee's**  
3 **residence to NW 34 Street and NW 39 Avenue in Gainesville be**  
4 **required to be less than forty (40) minutes.**

5  
6 **Note 1: All departments are not required to establish a residential**  
7 **boundary requirement.**

8 **Note 2: Employees who live within Alachua County will automatically**  
9 **be assumed to meet any residential boundary requirement.**

10  
11 **16.2** Employees hired on or after January 1, 2007, into these classifications  
12 designated with a residential boundary requirement will be required, within  
13 twelve (12) months of their hire date, to live in a location where their  
14 residence is within the established drive time (not to be less than 40  
15 minutes) to the intersection of NW 34 Street and NW 39 Avenue in  
16 Gainesville while driving the posted speed limits at 7:00 PM on a weekday.

17 **16.3** Employees hired on or after January 1, 2007, and subsequently appointed  
18 (e.g., promotion, transfer, voluntary demotion, etc.), into one of these  
19 classifications, will be required, within twelve (12) months of their  
20 appointment, to live in a location where their drive time from their residence  
21 to the intersection of NW 34 Street and NW 39 Avenue in Gainesville is  
22 within the established drive time (not to be less than 40 minutes) while  
23 driving the posted speed limits at 7:00 PM on a weekday.

24 **16.4** Employees who were hired into a designated classification on or before  
25 December 31, 2006, and who have remained in their position or job family,  
26 shall be exempt from the residential boundary requirement, except as  
27 provided in 16.7B. In the event such an employee is appointed (e.g.,  
28 promotion, transfer, voluntary demotion, etc.) into one of the classifications  
29 outside his/her job family with a residential boundary requirement on or  
30 after December 1, 2009, he/she will be required, within twelve (12) months  
31 of their appointment, to live in a location where their residence is within the

1 established drive time (not to be less than 40 minutes) for that position to  
2 the intersection of NW 34 Street and NW 39 Avenue in Gainesville, while  
3 driving the posted speed limits at 7:00 PM on a weekday.

4 **16.5** If the employee does not comply with the established residential boundary  
5 requirement within one (1) year of employment/appointment, his/her  
6 employment shall be terminated. Employees hired on or before December  
7 31, 2006 who are involuntarily transferred or who remain in their current job  
8 or job family are not required to meet this residential boundary requirement,  
9 except as provided in 16.7B. (See Exhibit I for explanation of job families).

10 **16.6** In the event of dispute, the measurement for compliance shall be  
11 conducted at 7:00 PM on a weekday evening with the employee driving the  
12 posted speed limits and will be conducted by the employee and his/her  
13 immediate supervisor. Timing shall begin upon leaving the employee's  
14 residence and end upon arrival at the intersection of NW 34 Street and NW  
15 39 Avenue in Gainesville. The supervisor shall use a stopwatch to time the  
16 exercise.

17 **16.7** Once an employee has qualified as having met the established residential  
18 boundary requirement, he/she will not be required to do so again, provided  
19 he/she maintains the same residence.

20 A. Should an employee who has qualified as meeting the requirement  
21 relocate from his/her residence, the employee's new residence must  
22 remain within the residential boundary requirement.

23 B. Employees exempted from the residential boundary requirement, as  
24 provided in Article 16.1, 16.4 or 16.5, who relocate from their  
25 residence, shall be required to remain within the same travel time.  
26 To comply with this exception, the travel time from the employee's  
27 new residence to the intersection of NW 34 Street and NW 39  
28 Avenue in Gainesville, as of the day of the relocation, shall be the  
29 same or less than the travel time from his/her exempted residence to  
30 the same intersection. In the event of a dispute, the procedure  
31 provided in 16.6 shall apply.

1  
2 **ARTICLE 17**

3 **NON-STANDARD OPERATING PROCEDURES**

4 17.1 If it is determined by a Charter Officer(s) that civil emergency or  
5 catastrophic conditions exist or are imminent (incident), including, but not  
6 limited to, riots, civil disorders, major disasters (including pandemics), or  
7 similar catastrophes, employees of the City who perform services on behalf  
8 of the City for other jurisdictions (out of town) may be required to work  
9 hours significantly in excess of their regularly scheduled workweek.

10 17.2 The Charter Officer(s) who has made the determination that an incident has  
11 occurred shall compensate eligible employees as provided below:

- 12 1. All travel time and hours worked while out of town for all employees  
13 performing such services shall be paid at a rate of time and one-half  
14 (1½) the straight time rate of pay.
- 15 2. Work performed on a holiday shall be paid at a rate of time and one-  
16 half (1½) the straight time rate of pay plus eight (8) hours holiday pay  
17 as defined in Article 13. Additional compensation for a holiday as  
18 described in paragraph 13.4 shall not apply.
- 19 3. At the end of the declared emergency and after the employee returns  
20 to City of Gainesville jurisdiction, the employee will return to work  
21 under conditions of the regular contract provisions except as defined  
22 below:
  - 23 a. If returning to Gainesville without completing a full workweek,  
24 and the employee requests to take a day off, if granted it shall  
25 be considered scheduled regardless of the hours of advance  
26 notice for the request (vacation or PTOS).
  - 27 b. When the employee returns to the City of Gainesville, he/she  
28 may be given an eight-hour (8) break by the  
29 supervisor/manager prior to returning to work. If such break  
30 falls within the employee's regular scheduled workday it shall  
31 be considered as Rest Time and shall count in the computation

1 of overtime.

- 2 4. Normal scheduled hours worked under this article paid at the rate of  
3 time and one-half (1½) **count** toward the computation of overtime  
4 upon return to regular work.
- 5 5. No double time shall be paid for any work performed under this  
6 Provision.

7  
8  
9 **ARTICLE 18**

10 **MEALS**

11 18.1 The City may provide or reimburse, at the City's discretion, employees for  
12 meals when the City requires employees to work unscheduled overtime.  
13 Such reimbursement shall occur only under the following circumstances:

- 14 1. When employees work before or after the regular workday for longer  
15 than two (2) hours, they shall be provided, or reimbursed for a meal.
- 16 2. When employees are called out to work unscheduled overtime and  
17 work six (6) or more continuous hours, the City will provide or  
18 reimburse the employee for a meal after the sixth hour and after  
19 subsequent consecutive six-hour intervals, if the employee continues  
20 to work.
- 21 3. Unless meals are provided by the City, the reimbursement schedule  
22 shall be in accordance with the City Travel Policy as to dollar  
23 amounts paid. The hours for reimbursement are as follows:
- 24 A) 12:00 AM-08:00 AM - Breakfast  
25 B) 8:00 AM-4:00 PM - Lunch  
26 C) 4:00 PM-12:00 AM - Dinner

27 Receipts shall be required for reimbursement, unless the employee's  
28 department has established a written guideline providing for  
29 reimbursement via paycheck according to the reimbursement  
30 schedule in the City Travel Policy. Whether a meal is to be  
31 reimbursed at the A, B or C level shall be determined by the time at

1 which an employee is let off to obtain the meal.

- 2 4. The City will pay for time taken for meals for non-shift employees only  
3 when such time is approved by the Department Head, or his/her  
4 designee, who has required such employee to work while eating or  
5 return to work immediately after eating.

6  
7 **ARTICLE 19**

8 **BEREAVEMENT LEAVE**

9 19.1 In the event of death in an employee's family as defined in Section 19.2,  
10 he/she shall be granted bereavement leave with pay by the employee's  
11 Department Head for three (3) working days, and shall have immediate  
12 access to PCLB hours for up to an additional two (2) working days. The  
13 employee shall be required to furnish to Management such information as  
14 may be requested to properly administer this Article. Leave granted in the  
15 event of death of a relative other than those defined in Section 19.2 shall be  
16 charged as vacation (annual leave) or PTO.

17 19.2 For the purposes of this Article, the following relationships shall be  
18 considered family: father, mother, foster parent, brother, sister, spouse,  
19 current certified or registered domestic partner, current father-in-law, father of  
20 current certified or registered domestic partner, current mother-in-law, mother  
21 of current certified or registered domestic partner, grandfather, grandmother,  
22 grandchild(ren), current stepmother and current stepfather, current certified  
23 or registered domestic partner of employee's natural mother or father and  
24 children holding the following relationships with the employee, the  
25 employee's spouse, or the employee's current certified or registered  
26 domestic partner: natural, adopted, or stepchild(ren), or a child for whom the  
27 person has been appointed legal guardian or legal custodian.

28 19.3 Leave for bereavement purposes may be taken in the event of death of an  
29 employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law, using  
30 vacation or PTO. Leave taken for this purpose shall be considered  
31 scheduled leave.

1 19.4 Employees taking bereavement leave shall be compensated at their straight  
2 time hourly rate of pay for the time off work.

3 19.5 Bereavement leave must be taken within five (5) days of either the death  
4 and/or funeral/memorial service.

5  
6 **ARTICLE 20**

7 **JURY DUTY AND COURT TIME**

8 20.1 A. Any employee covered by this Agreement who is required to perform  
9 jury service during his/her normal working hours in a City, County or  
10 Federal court, shall be paid his/her regular straight time hourly rate for  
11 the period of such service. Employees receiving a summons for jury  
12 duty must notify their immediate supervisor promptly or as soon as  
13 possible after receiving such notice. Any employee failing to make  
14 such notification will not be paid for the period of said absence. A  
15 Request for Leave form must be completed by the employee with a  
16 copy of the court summons attached and must be approved by the  
17 Department Head or appropriate authority prior to payment for such  
18 time off.

19 B. All jury fees received for services performed during scheduled working  
20 hours excluding mileage and meal allowances shall be endorsed and  
21 promptly transmitted by the employee to the appropriate supervisor for  
22 forwarding to the Finance Department.

23 20.2 A. Any employee covered by this Agreement who is required to appear in  
24 a court of law during his/her normal working hours in response to a  
25 legally valid subpoena shall be paid his/her straight time hourly rate for  
26 those hours absent from work; provided that either the employee is  
27 required to testify on behalf of the City, or, that the City be a party to  
28 the case and the employee is required to testify because of conduct  
29 arising out of and in the course of his/her employment with the City  
30 while actually on duty; and provided further, that in no other case shall  
31 employees covered by this Agreement be paid by the City including

1 any case where the Union or the employee is a party to the case  
2 directly or as a member of a class. Employees receiving such  
3 subpoena must notify their immediate supervisor promptly and submit  
4 evidence of such service as a witness.

5 B. Any witness fee which the employee receives shall be endorsed and  
6 promptly transmitted by the employee to the appropriate supervisor for  
7 forwarding to the Finance Department.

8 20.3

9 A. An employee who is excused from jury duty or from appearance as a  
10 witness during his/her normal working hours must report to his/her  
11 supervisor to determine if he/she will be required to work the  
12 remainder of his/her normal work schedule.

13 B. Prior to shift, reasonable consideration shall be given to employees for  
14 the nature of their work and the distance they must travel when  
15 determining if they must report to work prior to jury duty.

16 20.4

17 In the event an evening or midnight employee is on jury duty, his or her work  
18 schedule shall be altered so as to accommodate the jury duty scheduling.

19 20.5

20 Employees who are employed in the Gainesville Police Department who are  
21 required to appear as part of their normal work scope for depositions or court  
22 appearances shall receive court pay in the following manner:

23 A. When their court appearance begins while on duty and continues past  
24 the end of the normal duty shift, or begins prior to the start of the  
25 normal duty shift, they will be permitted to retain witness fees, if any,  
26 including travel time, and shall be considered a continuation of normal  
27 duty shift.

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

32 C. A telephone deposition of the employee while off duty shall be  
33 compensated with one (1) hour of pay.



1  
2 **ARTICLE 21**  
3 **LONGEVITY PAY**

4 **21.1 Rates.**

5 All employees of the City covered by this Agreement and hired prior to March  
6 02, 1992 shall receive longevity pay in addition to their regular base pay in  
7 accordance with the following schedule:

8 All such employees who have been in the regular part-time or regular full-  
9 time employ of the City for:

- 10 (1) Five years and not more than ten years - 2% of base pay;  
11 (2) Ten years and not more than fifteen years - 3% of base pay;  
12 (3) Fifteen years and not more than twenty years - 4% of base pay;  
13 (4) Twenty years and not more than twenty-five years - 5% of base pay;  
14 and,  
15 (5) In excess of twenty-five years - 6% of base pay.

16 **21.2 Base Pay - Defined.**

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

24 **21.3 Establishment of Eligibility.**

25 Regular part-time and regular full-time employment of employees shall be  
26 determined as of the January 1 or July 1 immediately preceding the  
27 January or July in which longevity payment is to be made. In order for the  
28 employee's time employed to be counted for purpose of calculating his/her  
29 years of service for longevity purposes, the employee must have been in the  
30 continuous regular full-time or regular part-time employ of the City for the  
31 entire period. Employees incurring hours of leave without pay of one (1)

1 normal workday or less within any month shall be considered to be in a  
2 continuous regular full-time or regular part-time employ of the City for that  
3 month. Employees incurring a leave without pay of greater than one (1)  
4 normal workday within any month shall not be considered to be in continuous  
5 regular full-time or regular part-time employ of the City for that month. In  
6 order to receive payment hereunder, the employee must still be in a regular  
7 status with the City the month in which the payment is actually made.

8 **21.4 Continuity of Service; Exceptions.**

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

15 (B) Continuity of service in the City's employ shall not be interrupted  
16 because of absence when such absence shall have been granted in  
17 accordance with the appropriate contract provisions as approved by  
18 the City Commission.

19 None of such time on an approved leave without pay shall apply  
20 toward the employee's service credit for determining longevity pay  
21 unless the absence was for military leave as provided in subsection  
22 (A) above.

23 **21.5 Separation from Service.**

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

29 **21.6 Calculation of Payment.**

30 **A. Normal Payments - In General.**

31 1. Such longevity pay shall be paid to each eligible employee in

1 January and July of each year and shall normally cover the six  
2 (6) months preceding the month in which payment is made.

3 2. Longevity pay for each eligible employee shall be calculated by  
4 multiplying the base pay of such employee for the month of  
5 January or July next preceding the month in which such  
6 longevity pay is to be paid by the number of months intervening  
7 from the month preceding the month in which longevity pay  
8 was last made to and including the month preceding the month  
9 in which payment of longevity pay is to be made. The results  
10 thus obtained shall then be multiplied by the applicable  
11 percentage rate as shown in the schedule in Section 21.1 and  
12 the result shall be the amount of longevity pay to be paid.

13 B. Proration For Discontinuous Service.

14 In the event an employee's anniversary of his/her adjusted service  
15 date (leave progression date) for longevity purposes falls within any  
16 six (6) months period for which the employee is being paid under the  
17 provisions hereof, then the number of full months service in such  
18 period after the said employee's anniversary of his/her adjusted  
19 service date (leave progression date) shall be computed at the higher  
20 rate indicated above and the remainder of the months shall be  
21 calculated at the lower rate indicated above. (Example: If an  
22 employee hired out as a regular part-time or regular full-time  
23 employee with the City on January 13, 1981, the employee's 20 year  
24 anniversary of his/her adjusted service date (leave progression date)  
25 would be on January 13, 2001. For the payment in July 2001, the  
26 employee would receive payment for January 2001, calculated at the  
27 4% rate, and for February, March, April, May and June 2001,  
28 calculated at the 5% rate.) Except as otherwise provided by FMLA;  
29 and Section 21.4.

30  
31

1  
2 **ARTICLE 22**

3 **HEALTH AND LIFE INSURANCE**

4 22.1 Premium increases shall be shared equally by the employee and the  
5 employer; provided that the employee shall not pay more than twenty  
6 percent (20%) of the total premium for Employee only coverage. Part-time  
7 employees shall pay bi-weekly for Health Insurance on a three-quarter (3/4)  
8 or one-half (1/2) time based upon the budgeted level of their part-time  
9 position. In the event all other City bargaining units agree that employees  
10 will pay semi-monthly for Health Insurance, the same shall become  
11 effective for all members covered by this Agreement, beginning with the  
12 next full plan year.

13 22.2 The City, during the term of this Agreement, will pay one hundred percent  
14 (100%) of the premium cost for life insurance.

15 22.3 Employees covered by this Agreement who retire during the term of this  
16 Agreement, shall receive the Retiree Insurance Benefit as described below,  
17 ending the month of December, 2024, unless changes to said Benefit  
18 described below are negotiated in accordance with Chapter 447, Florida  
19 Statutes. After the month of December, 2024, unless changes to said  
20 Benefit described below are negotiated in accordance with Chapter 447,  
21 Florida Statutes, the City shall have no obligation whatsoever to make any  
22 payment for any retiree insurance benefits, described below, or as provided  
23 by any ordinance of the City of Gainesville or otherwise provided, for any  
24 Employee covered by this Agreement.

25 The City's contribution towards a monthly premium shall be determined as  
26 follows:

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

29 Plus \$5.00 x number of years of age and portion thereof over 65, on the  
30 date the retiree first accesses (enters) the retiree health insurance program  
31

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

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

8 (b) Disability retirement. The amount that the City will contribute towards the  
9 required premium, for covered employees who became retirees based  
10 upon an application for disability retirement submitted after the effective  
11 date of this Section 22.3 will be:

12 (1) For approved "in-line-of-duty" disabilities under the City of  
13 Gainesville Employee's Pension Plan, the City will contribute  
14 towards an individual premium an amount equal to 80 percent of the  
15 individual premium of the least costly (lowest premium) City group  
16 health insurance plan option being offered at the time the disability  
17 retirement is approved.

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

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

27 The City's amount of contribution toward the monthly premium, calculated  
28 under (a) or (b) above, will be adjusted annually at a rate of 50% of the  
29 annual percentage change in the individual premium of the least costly  
30 option offered the prior plan year. The adjustment will occur at the  
31 beginning of the first Plan Year after the initial City contribution has been

1 determined. The amount of City contribution the retiree would initially be  
2 eligible for, calculated as of the date of retirement, will be adjusted  
3 annually, whether or not the retiree has chosen to enter the retiree health  
4 insurance program immediately upon retirement.

5 (c) City's Contribution

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

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

20 Either party may reopen this Section 22.3 for negotiation with a thirty-(30-)  
21 day written notice.

22  
23  
24 **ARTICLE 23**

25 **TUITION AND BOOK REIMBURSEMENT PROGRAM**

26 23.1 Introduction

27 This program provides employee assistance in paying tuition and book  
28 costs from recognized and accredited institutions of higher learning to  
29 promote personal development and career advancement. All classes will  
30 require the advance approval of the employee's Department Head and  
31 must meet one of the following:

1 Be required as part of a degree program;  
2 Be relevant to the employee's current position; or  
3 Be related to a City job.

4 23.2 Tuition and Book Reimbursement:

5 The use of these funds will be restricted to tuition and books. Tuition will  
6 be limited to 100% tuition reimbursement for no more than 18 credit hours  
7 (including lab fees) per employee each fiscal year, but not for supplies or  
8 other expenses in connection with the course(s) to be taken. The amount  
9 of reimbursement will be equal to the actual cost, not to exceed the State of  
10 Florida university system credit-hour rate for undergraduate or graduate  
11 courses as applicable. The City will not duplicate tuition reimbursement  
12 fees, which have been paid by other sources such as scholarships, grants  
13 or other subsidies. In the event of a partial scholarship or grant,  
14 reimbursement will supplement, but not exceed the expense to the  
15 employee. Books will be limited to fifty dollars (\$50) per class per  
16 employee.

17  
18 23.3 General Provisions:

19 A. Effective upon ratification, an employee who receives tuition and/or  
20 book reimbursement shall be obligated to remain in the employ of the  
21 City for one year after receiving the tuition reimbursement. Failure to  
22 remain for one year for any reason, except death, disability or  
23 involuntary termination, shall obligate the employee to reimburse the  
24 City for any payments the employee received within 12 months of the  
25 employee's termination of employment.

26  
27 B. An employee who has completed an approved course and who is on  
28 leave of absence at the time tuition and/or book reimbursement would  
29 be paid will receive reimbursement of the amount due upon return to  
30 active employment with the City.

31 23.4 Eligibility Requirements:

1 City employees appointed to regular full-time and regular part-time  
2 positions who have completed their initial probationary period will be eligible  
3 to participate in this program provided they are in a paid status. Regular  
4 part-time employees will be eligible for a proportionate share of the tuition  
5 reimbursement based on the budgeted hours for his/her position in  
6 relationship to a 40-hour workweek.

7  
8 This policy is exclusive of City in-hours training classes.

9  
10 **ARTICLE 24**

11 **MISCELLANEOUS EMPLOYEE BENEFITS**

12 24.1 When an employee is required to use his/her personal automobile in the  
13 performance of City business, said employee will be reimbursed for  
14 operating expenses at the rate provided for in the City's travel policy,  
15 exclusive of mileage traveled to and from his/her work location.

16 24.2 The City, during the term of this Agreement, will continue the tool policy  
17 currently in existence in General Government (including the individual  
18 agreement form) and in Utilities.

19 24.3 The City, during the term of this Agreement, will provide annually, at no  
20 charge to the employees, a total of four (4) uniforms or equivalent, made up  
21 of components as determined by management, to those employees in  
22 departments/divisions and job classifications where management has  
23 decided to furnish uniforms. Issued work shirts and pants may only be worn  
24 while on official City business or while coming to or going from the work site.  
25 Some departments may require that the uniforms remain on the work site. At  
26 a minimum the first uniform order for new employees shall consist of the  
27 number of uniforms equal to the number of scheduled work days in a  
28 workweek plus one. The upkeep and minor maintenance of uniforms shall  
29 be the sole responsibility of the employee, except in areas where  
30 management has determined it is in the City's best interest to clean furnished  
31 uniforms due to expected and regular exposure to health contaminants.



1 Police Service Technicians will be provided a dry cleaning allowance each  
2 year of the agreement in the amount of \$550.00. One-half (½) shall be  
3 paid on a pro-rata basis on or about October 1st, and April 1<sup>st</sup>. There shall  
4 be no dry cleaning allowance after October 2024, unless and until there is a  
5 new agreement in effect providing for such allowance.

6 Police Service Technicians and Police Forensic Crime Technicians shall  
7 receive one hundred (\$100.00) dollars annual leather allowance, to be paid  
8 within the first quarter of the fiscal year. There shall be no leather  
9 allowance after October 2024, unless and until there is a new agreement in  
10 effect providing for such allowance.

11 It is the intent of management to replace uniforms that have been soiled or  
12 damaged beyond repair while on the job. Employees will be responsible for  
13 the cost of replacing uniforms soiled or damaged beyond repair by  
14 employee's gross negligence or willful and wanton misconduct, or uniforms  
15 lost due to the negligence of the employee. Uniforms shall be worn, if  
16 provided, in the manner set forth in published departmental rules and/or  
17 regulations. Except where management has determined a safety or health  
18 risk may arise, or where display of union insignia interferes with the  
19 department's appearance standards or vendor requirements, Union  
20 members will be permitted to wear a Union pin or shoulder patch on their  
21 uniform.

22 Employees assigned to those areas of General Government where a uniform  
23 allowance is provided, management may, at its sole discretion, permit use of  
24 a portion of the annual allowance toward the purchase of approved, job-  
25 appropriate footwear. The amount that may be used shall be limited to the  
26 amount remaining after all uniform requirements are met. There shall be no  
27 use of a uniform allowance toward the purchase of footwear after December  
28 31, 2024, unless and until there is a new agreement in effect providing for  
29 such use.

30 Appropriate footwear not considered to be Personal Protective Equipment  
31 (PPE) will be purchased by the employee and worn in the regular

1 performance of the employee's duties in accordance with OSHA Standard  
2 1910.132 where applicable. All employees are required to wear and use  
3 personal safety apparel and equipment in the manner such apparel or  
4 equipment is designed to be used at all times when performing duties which  
5 may expose them to workplace hazards identified in published department  
6 rules and/or regulations with any disciplinary action taken as follows:

7 Immediate supervisors and/or respective managers shall require covered  
8 employees to dress in accordance with the standards of these rules and  
9 regulations. The employee, however, is ultimately responsible for  
10 maintaining compliance with said rules and regulations.

11 Failure to comply with the provisions of these rules will result in action in  
12 accordance with the progressive discipline standards adopted herein.

13  
14 **Violation Type 1:**

15 Reporting to work without the designated uniform, or failing to wear or  
16 maintain and care for uniforms in accordance with departmental rules and  
17 regulations.

18  
19 **First Offense:** Written warning and prohibited to work until deficiency is  
20 corrected -- without pay.

21  
22 **Second Offense:** Written instruction and cautioning and prohibited to work  
23 until deficiency is corrected -- without pay.

24  
25 **Third Offense:** Written instruction and cautioning and two (2) days  
26 suspension without pay.

27  
28 **Fourth Offense:** Written instruction and cautioning and five (5) days  
29 suspension without pay.

30  
31 **Fifth Offense:** Dismissal.

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**Violation Type 2:**

Failure to wear uniforms and/or personal safety apparel and equipment in accordance with departmental rules and regulations. Offenses shall be considered a violation of Policy E-3, Rule 30.

**Violation Type 3:**

Refusal to maintain and care for uniforms, or refusal to wear uniforms and/or personal safety apparel and equipment in accordance with departmental rules and regulations. Offenses shall be considered a violation of Policy E-3, Rule 18.

NOTE: Discipline described above, relating to Type 1, 2, and 3 violations, is not necessarily totally inclusive of discipline contained in applicable departmental rules and regulations. Other violations will be handled in accordance with the applicable labor agreement and City Policy.

24.4 Personal Protective Equipment (PPE) will be provided at no charge to the Employee. An allowance will be provided to purchase safety footwear, prescription safety eyewear, or other items as determined by Management in those Divisions/Departments that have established a requirement through a job hazard analysis that safety footwear, prescription safety eyewear, or other items be used on the job site as part of the regular performance of their duties.

24.5 In the sole discretion of the City, the City may provide additional compensation to employees for programs, such as employee recognition, employee safety incentive, or other employee incentive programs. Such compensation may be in the form of time off, a discretionary one-time lump sum payment, or gift certificate. The funding and implementation of this additional compensation is at the City's sole discretion. Such compensation will not affect an employee's base pay, pension or other fringe benefits and are one-time and non-recurring.



1 prorated portion of the bi-weekly payment from the date they are  
2 assigned, leave or are removed.

- 3 E. Payment of this supplement is subject to the overtime calculation in  
4 accordance with Article 15 – Premium Pay, and is pensionable to the  
5 extent permitted in the City’s General Pension Plan.

6 **24.7 Department of Transportation and Mobility Electrical Certification Pay**

- 7 A. The City, at its sole discretion, may assign Department of  
8 Transportation and Mobility employees in the Traffic Signal  
9 Technician II or III, or Lead Traffic Signal Technician classification to  
10 qualify the department (apply for and complete permits) for electrical  
11 work performed by the Traffic Operations Division. The removal of  
12 any individual employee from such assignment shall also be at the  
13 City’s sole discretion.
- 14 B. Prior to assignment as an electrical qualifier, an employee must  
15 obtain and maintain licensure as a Journeyman Electrician or higher,  
16 issued by the City Of Gainesville, Alachua County, or any other  
17 jurisdiction that is reciprocal to the City Of Gainesville.
- 18 C. Employees assigned to serve as an electrical qualifier in accordance  
19 with this paragraph shall receive supplemental pay at the hourly rate  
20 shown in the table below.

Hourly supplement	Effective date
\$1.6155	January 10, 2022
\$1.6559	January 9, 2023
\$1.6973	January 8, 2024

21  
22 There shall be no further adjustments to this hourly supplemental pay  
23 during the term of this Agreement and no adjustments after the expiration  
24 of this Agreement, unless and until there is a new Agreement in effect  
25 providing for such adjustments.  
26

1 D. Employees who are assigned to serve as an electrical qualifier or  
2 who leave or are removed from the assignment shall be entitled to a  
3 prorated portion of the bi-weekly payment from the date they are  
4 assigned, leave or are removed.

5 E. Payment of this supplement is subject to the overtime calculation in  
6 accordance with Article 15 – Premium Pay, and is pensionable to the  
7 extent permitted in the City’s General Pension Plan.

8 **24.8 Cell Phone Stipend**

9 At the sole discretion of management, employees may be paid a taxable  
10 fixed monthly cellular phone stipend.

11 Employees are not required to accept a cellular phone stipend. If an  
12 employee is granted a stipend, the employee shall discontinue use of a City-  
13 issued cellular phone and return the phone to the issuing department. Any  
14 employee may be required to provide management with a valid, working  
15 telephone number by which they may be contacted.

16  
17 The monthly stipend amount shall be \$30 per month.

18  
19 The stipend will be paid as a miscellaneous addition to the employee's  
20 regular paycheck and is subject to FICA and tax withholding.

21  
22 The employee is responsible for contracting with a cellular phone service  
23 provider, paying for all associated charges for the cellular phone and service  
24 plan and maintaining current payment status on the account. The employee  
25 is also responsible for equipment maintenance, including accessories,  
26 damages, or loss. An employee receiving the cellular phone stipend must  
27 provide the City with their cellular phone number and be available via the  
28 cellular phone as required by their manager. In some instances,  
29 management may require service with a compatible service provider.  
30

1 All cellular phone account records relating to the transaction of official  
2 business of the City are subject to the provisions of Chapter 119, Florida  
3 Statutes, commonly called the Public Records Law. Employees receiving a  
4 stipend are responsible for retaining phone account records for all calls  
5 associated with official City business. Prior to leaving employment with the  
6 City, employees who receive a monthly cell phone stipend may be required  
7 to provide copies of their cell phone records for up to 12 calendar months  
8 preceding their separation from the City.

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16 **ARTICLE 25**

17 **WORKERS' COMPENSATION**

18 25.1 Payment of workers' compensation benefits to all employees who are  
19 disabled because of an injury arising out of and in the course of performing  
20 their duties with the City will be governed as follows: full workers'  
21 compensation benefits as provided in accordance with the Workers'  
22 Compensation Law, Chapter 440, Florida Statutes.

23 25.2 Whenever an employee is absent due to a compensable injury, he/she shall  
24 receive his/her regular pay for the first fifteen (15) calendar days of such  
25 absence. But such payment shall not, when added to workers'  
26 compensation benefits, total more than the normal take-home pay (gross  
27 base pay minus taxes) received by the employee immediately prior to such  
28 absence.

29 25.3 An employee sustaining a lost-time injury in excess of the time in Article 25.2  
30 may use available sick leave or PCLB. If sick leave and PCLB are  
31 exhausted, the employee may use PTO or vacation (annual leave). The  
32 request must be made to the Department Head to allow the employee to

1 remain on full pay for the period which can be covered by the sick leave,  
2 PCLB, PTO or vacation (annual leave) balance when prorated with the  
3 amount being paid by workers' compensation as set forth in paragraph 1. An  
4 employee who has elected the PTO program will not be required to use the  
5 first sixteen (16) hours of supplement as PTO, but instead may access the  
6 PCLB hours directly. If the employee has no PCLB hours, he/she may  
7 access their PTO.

8 25.4 After employees are authorized to return to rehabilitative duty, they shall  
9 receive no further benefits under this article nor shall they be entitled to elect  
10 to take sick leave or PCLB in lieu of returning to work.  
11

## 12 **ARTICLE 26**

### 13 **LEAVE OF ABSENCE WITH OR WITHOUT PAY**

#### 14 **GENERAL INFORMATION**

15 26.1 Leaves of absence may be paid or unpaid, depending upon the  
16 circumstances of the leave and whether the employee has accrued  
17 applicable paid leave available. Four categories of leaves of absence are  
18 described herein.

19 A. Leaves of absence will be granted for Family and Medical Leave  
20 (FMLA) -see Section 26.6.

21 B. Leave of absences may be granted under conditions similar to FMLA  
22 for employees to care for Certified or Registered Domestic Partners  
23 see- 26.9

24 C. Leaves of absence may be granted for Personal Leave – see Section  
25 26.10

26 D. Union Leave may be granted for authorized union activities – see  
27 Section 26.11

28 26.2 Leave Request Procedure:

29 Employees are expected to be familiar with and are required to follow the  
30 leave procedures as outlined in this Article. Leave requests for less than  
31 one (1) full pay period should be requested with a Leave Request Form



1 (LRF). Employees may be required to daily or otherwise report on his/her  
2 status and intention to return to work and may be subject to loss of benefits  
3 and/or discipline for failure to do so.

4 **26.3** Continuity of Service:

5 Any leave without pay which is approved in accordance with these  
6 procedures shall not constitute a break in service, but may result in an  
7 adjustment to the employee's leave progression date and the employee's  
8 performance review and merit increase (if eligible) date. If the leave is for  
9 ninety (90) days or longer, the employee's pension service date will also be  
10 affected.

11 **26.4** Expiration of Leave and Reinstatement:

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

14 **26.5** Extension of Leave

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

20 **26.6** FAMILY AND MEDICAL LEAVE:

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

26 FMLA will be granted for:

- 27 1. The birth of a child and care for a child within twelve (12)  
28 months following a birth.
- 29 2. The placement of a child with the employee. Leave must be  
30 taken within twelve months following placement.

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- 3. To care for the spouse, child, or parent of the employee who has a "serious health condition".
- 4. If the employee is unable to perform his or her own job because of the employee's own serious health condition.
- 5. Because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on "covered active duty" or has been notified of an impending call or order to "covered active duty" in the Armed Forces.

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

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

- 1. leave under subsection B; or
- 2. a combination of leave under subsection A and leave described in B.

C. Eligibility Requirements

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

D. Definition of Serious Health Condition

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

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

16 E. Use of Leave

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

23 F. Substitution of Paid Leave for Unpaid Leave

24 The City generally requires use of accrued paid leave while taking  
25 FMLA leave (see Section 26.8). In order to use paid leave for FMLA  
26 leave, employees must comply with the City's normal paid policies.

27 G. Employee Responsibilities

28 Employees must provide thirty (30) days advance notice of the need  
29 to take FMLA leave when the need is foreseeable. When thirty (30)  
30 days notice is not possible, the employee must provide notice as

1 soon as practicable and comply with call-in procedures applicable to  
2 employee.

3 Employees must provide sufficient information for the City to  
4 determine if the leave may qualify for FMLA protection and the  
5 anticipated timing and duration of the leave. Sufficient information  
6 may include that the employee is unable to perform job functions,  
7 the family member is unable to perform daily activities, the need for  
8 hospitalization or continuing treatment by a health care provider and  
9 information on symptoms, diagnosis, hospitalization, doctor results,  
10 whether medication has been prescribed, any referrals for treatment  
11 (physical therapy, for example) any other regimen of continuing  
12 treatments, or circumstances supporting the need for military family  
13 leave. Employees also must inform the City if the requested leave is  
14 for a reason for which FMLA leave was previously taken or certified.

15 Employees also may be required to provide a certification and  
16 periodic recertification supporting the need for leave.  
17 Documentation must be provided in a timely manner, utilizing the  
18 forms provided by the City, or FMLA leave may be denied, use of  
19 paid leave may be denied, employees will lose job benefits and  
20 protections, and may be subject to disciplinary action.

21 Employees with questions about what illnesses/conditions are  
22 covered by this section of the policy or under the City's leave policies  
23 are encouraged to consult with Employee Health Services (EHS).

24 H. Reserved:

25  
26 I. Conditions:

- 27  
28 1. Leave without pay for one (1) full pay period or more will not be  
29 considered time worked for purposes of accruing seniority,  
30 longevity, vacation, sick or other employee benefits, including PTO  
31 for employees in the new leave system.

- 1                   2.   Employees may take Family and Medical Leave in twelve (12)  
2                   consecutive weeks, may use the leave intermittently, or under  
3                   certain circumstances may use the leave to reduce the workweek  
4                   or workday, resulting in a reduced hour schedule. Except for care  
5                   for a covered servicemember, the FMLA-covered leave may not  
6                   exceed a total of twelve (12) weeks in each twelve- (12) month  
7                   FMLA leave year. However, for the birth, placement, adoption of a  
8                   child, or bonding/well newborn care after such the City and the  
9                   employee must mutually agree to the schedule before the  
10                  employee may take leave intermittently or work a reduced hour  
11                  schedule.
- 12                 3.   The City may temporarily transfer an employee to an available  
13                  alternative position with equivalent pay and benefits if the  
14                  employee is qualified for the position and if the alternative position  
15                  would better accommodate the intermittent or reduced schedule.
- 16                 4.   If an employee out on regular paid leave seeks to extend that  
17                  leave under the provisions of the Family Medical Leave Act, the  
18                  City may classify and apply leave already taken towards the  
19                  employee's twelve- (12-) week total upon appropriate information  
20                  from the employee.
- 21                 5.   The employee's position may be filled by a temporary appointment  
22                  or assignment of another employee. At the expiration of the leave,  
23                  the employee shall be reinstated in the position vacated, if the  
24                  position exists and the employee would have otherwise been  
25                  employed.
- 26                 6.   Except as provided herein, the employee, upon returning to work  
27                  from a medical leave, must report to Employee Health Services.  
28                  The employee may be required to submit a written approval from  
29                  his/her health care provider stating the employee is approved to  
30                  return to work. The employee may be required to complete a

1 fitness for duty examination related to the serious health condition  
2 for which the employee was absent on FMLA leave.

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

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

29 26.7 How available paid leave is applied to an FMLA qualifying absence:

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

4 1. For Employee’s Own Illness: The first sixteen (16) hours of  
5 each FMLA qualifying absence for the employee’s own  
6 serious health condition will be charged against the  
7 employee’s Paid Time Off (PTO) bank. If an employee has  
8 more than one qualifying FMLA absence, or is using FMLA  
9 leave on an intermittent basis, the maximum number of hours  
10 charged to PTO will be 96 hours during that leave year. Any  
11 subsequent FMLA qualifying time off during that leave year  
12 will be charged against the employee’s Personal Critical  
13 Leave Bank (PCLB), then leave without pay. In the case of  
14 an FMLA qualifying absence as a result of a compensable  
15 injury, the first 16 hours may be taken as PCLB. If an  
16 absence will extend beyond 480 hours in the leave year, the  
17 employee must apply for a Personal Leave (Section 26.11).

18 2. For FMLA qualified absence for the serious health  
19 condition(s) of the employee’s qualifying family member: The  
20 first sixteen (16) hours of each qualifying absence(s) will be  
21 charged to PTO. If an employee has more than one  
22 qualifying FMLA absence, or is using FMLA leave on an  
23 intermittent basis, the maximum number of hours charged to  
24 PTO will be 96 hours during that leave year. Should the  
25 employee have an insufficient PTO balance to cover the first  
26 sixteen (16) hours of absence(s), the remainder such sixteen  
27 (16) hours will be leave without pay; any subsequent hours of  
28 absence shall be charged to the employee’s PCLB account,  
29 then leave without pay. The maximum hours of paid leave  
30 shall be 480 hours in the leave year except as may be  
31 allowed pursuant to Section 26.11. If an absence will extend

beyond 480 hours in the leave year, the employee must apply for a Personal Leave (Section 26.11).

3. For the birth, placement, adoption of a child, or bonding/well newborn care after such: The first sixteen (16) hours of each qualifying absence will be charged to PTO. If an employee has more than one qualifying FMLA absence, or is using FMLA leave on an approved intermittent basis or reduced schedule basis, the maximum number of hours charged to PTO will be ninety-six (96) during that leave year. Should the employee have an insufficient PTO balance to cover the first sixteen (16) hours of absence(s), such absence will be leave without pay; any subsequent hours of absence shall be charged to the employee's PCLB account then PTO, then leave without pay. The maximum hours of paid leave shall be 480 and any approved absence beyond 480 hours in the leave year shall be leave without pay.

**B. Old Leave System (Designated Leave System):**

Except as provided below, all applicable accrued vacation and sick leave must be exhausted before going into unpaid leave status.

An employee may use up to a maximum of 480 hours of the employee's accrued sick leave in the leave year, for illness of a member of the employee's immediate family (defined as spouse, certified or registered domestic partner, dependent child[ren], mother or father) living in the same domicile in the employee's leave year, as defined in the Designated Leave System (Old System) Policy.

For employees in the sick leave/vacation leave system, employees are required to use sick leave, and in the absence of sick leave, vacation leave for absences due to their own or family member's serious health condition. In the case of the absences due to a compensable accident, after wage loss payments start, employees



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

15  
16 26.8

FMLA, Partner Leave Definitions:

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

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

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

- 28 (i) inpatient care at a hospital, hospice, or residential medical care  
29 facility, or  
30 (ii) continuing treatment by a health care provider.

1 Leave Year: The twelve- (12) month period measured forward from January  
2 1 each year except in the case of covered servicemember caregiver leave  
3 (see 26.6B).

4 26.9 CERTIFIED OR REGISTERED DOMESTIC PARTNER MEDICAL LEAVE  
5 (Partner)

6 A. Eligible employees may take a maximum of twelve (12) weeks of Partner  
7 medical leave in the FMLA leave year. Eligible employees may also take  
8 covered servicemember caregiver leave, if the covered servicemember is  
9 the eligible employee's Certified or Registered Domestic Partner, for a  
10 maximum twenty-six (26) weeks as described in 26.6.B. In all cases,  
11 Partner leave and FMLA leave combined may not exceed a total of twelve  
12 (12) weeks in the FMLA (for care for Partners who are covered  
13 servicemembers leave year, twenty-six (26) weeks in the covered  
14 servicemember leave period), as the case may be unless otherwise  
15 required by law. This leave may be paid if applicable leave is available or  
16 the leave may be unpaid. The FMLA Leave Year is defined as the twelve-  
17 (12) month period measured forward from January 1 each year.

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

20 26.10 PERSONAL LEAVE

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

- 23 1. Health or family related problems not defined within FMLA Policy, or  
24 beyond the time limits of the FMLA or beyond the scope of leave  
25 available to care for Certified or Registered Domestic Partners.
- 26 2. Education
- 27 3. Military leave not covered under Military Leave Policy
- 28 4. Extenuating personal reasons

29 CONDITIONS:

30 Employees must apply for Personal Leave in writing at least ten (10)  
31 working days prior to the beginning of the leave. Personal Leave may be

1 granted and if granted may be paid, unpaid, or a combination of paid and  
2 unpaid leave. Prior to being placed on unpaid Personal Leave under this  
3 section, employees in the old leave system must first exhaust all accrued  
4 vacation and personal leave; employees in the new leave system must first  
5 exhaust all applicable, accrued PTO, PCLB hours may be applicable to  
6 health or family related problems not defined within FMLA Policy, or beyond  
7 the time limits of the FMLA, or beyond the scope of leave available for care  
8 of Certified or Registered Domestic Partners.

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

12 During an employee's approved Personal Leave, his/her position may be  
13 filled by a temporary appointment, or permanent assignment of another  
14 employee. At the expiration of the leave, the employee shall be reinstated to  
15 the employee's regular position vacated if it has not been filled permanently  
16 during the leave. If the position has been filled, then the employee will be  
17 reinstated to another position which is vacant and for which the employee is  
18 qualified. The replacement position shall not be at a higher wage rate than  
19 the position from which the leave was granted. Refusal of a vacant position  
20 offered by the City shall result in the termination of the employee.

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

25 To return to work the employee must report to Employee Health Services  
26 and the employee may be required to submit a written approval from  
27 his/her health care provider releasing the employee for work. The employee  
28 may be required to complete a health examination.

29 An employee on unpaid personal leave must contact the City of  
30 Gainesville's Risk Management Department to obtain a COBRA Notification  
31 Form. The COBRA Notification Form outlines the terms and conditions of

1 the Consolidated Omnibus Budget Reconciliation Act, COBRA rates, when  
2 payments are due, and where payments are to be mailed. Payment must  
3 be received by the last day of the month prior to each month of coverage.  
4 If the payment is more than thirty (30) days late, the employee's health care  
5 coverage may be dropped. The City will notify the employee in writing at  
6 least fifteen (15) days before the date that health coverage retroactively is  
7 cancelled, or at the City's option, it may pay the employee's share of the  
8 premiums during the unpaid medical leave and recover those payments  
9 from employee upon employee's return to work. If the employee chooses  
10 not to return to work, the City will require the employee to reimburse the  
11 City the amount it paid for the employee's health insurance premium during  
12 the leave period through deducting from any sums due employee arising  
13 out of the employment relationship, or by initiating legal action against the  
14 employee to recover such costs.

15 26.11 Union Leave of Absence.

16 Employees designated by the Union may be granted a leave of absence for  
17 Union business upon request of the Union President or his/her designee,  
18 as communicated to the Human Resources Director by the Union  
19 President. Such leave will be treated as personal leave (PTO, vacation or  
20 leave without pay) and permission for such leave may be withheld if  
21 operational considerations so require. Such leave shall be considered as  
22 time worked for the purpose of seniority accrual and other fringe benefits,  
23 provided that such leave does not exceed ten (10) consecutive work days.

24 26.12 Domestic/Sexual Violence Leave

25 A. Eligibility:

26 Employees who have been employed by the City for at least three (3) months  
27 shall be granted up to three (3) working days of leave in any 12-month period  
28 if the employee or a family or household member of the employee is the  
29 victim of domestic violence or sexual violence. This leave is available to an  
30 employee to engage in activities needed because of the domestic/sexual  
31 violence, such as:

- 1                    1. Seeking an injunction for protection against domestic violence or an  
2                    injunction for protection in cases of repeat violence, dating violence, or  
3                    sexual violence;
- 4                    2. Obtaining medical care or mental health counseling, or both, for the  
5                    employee or a family or household member to address physical or  
6                    psychological injuries resulting from the act of domestic violence or  
7                    sexual violence;
- 8                    3. Obtaining services from a victim services organization, including, but  
9                    not limited to, a domestic violence shelter or program or a rape crisis  
10                   center as a result of the act of domestic violence or sexual violence;
- 11                   4. Making employee's home secure from the perpetrator of the  
12                   domestic violence or sexual violence or to seek new housing to  
13                   escape the perpetrator; or
- 14                   5. Seek legal assistance in addressing issues arising from the act of  
15                   domestic violence or sexual violence or to attend and prepare for  
16                   court-related proceedings arising from the act of domestic violence  
17                   or sexual violence.

18                   B.     Available Leave:

19                   Employees in need of Domestic or Sexual Violence Leave may use  
20                   available PTO or vacation leave. Available sick leave or PTO may be used  
21                   in circumstances where medical attention is needed. If the employee has  
22                   no available paid leave, leave without pay will be granted.

23

24                   C.     Notice:

25                   Except in cases of imminent danger to the health or safety of the employee,  
26                   or to the health or safety of a family or household member, an employee  
27                   seeking leave under this section must provide his/her Department notice of  
28                   the leave in accordance with the Department's guidelines for leave  
29                   requests.

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D. Confidentiality:

The City must keep information relating to an employee’s leave under this section confidential and exempt from disclosure to the extent authorized by Florida law.

26.13 Paid Parental Leave

A. Purpose:

The purpose of this section is to provide eligible employees with certain amounts of paid leave to be used by the employee to care for and bond with the newborn child, foster child or adopted child of that employee immediately after the birth or placement of the child. A covered event is defined as the birth of a child of the eligible employee, the placement of a child for adoption with the eligible employee, or the placement of a child for foster care with the eligible employee.

B. Eligibility:

All regular employees who have been employed by the City for at least one (1) year and have worked for 1250 hours over the twelve (12) months previous to the leave, are eligible to receive paid parental leave, as provided herein.

C. Paid Parental Leave:

“Paid Parental leave” is defined as up to twelve (12) consecutive weeks of paid leave taken by the eligible employee immediately after a covered event.

D. Available Paid Leave:

Whenever an eligible employee takes paid parental leave, he/she is eligible to receive his/her regular base rate of pay for up to twelve (12) weeks for a covered event, subject to the following limitations: paid parental leave shall be limited to no more than twelve (12) weeks per

1 calendar year, regardless of the number of covered events within that  
2 calendar year, and shall be limited to thirty-six (36) weeks during the  
3 entire time a eligible employee is employed by the City.

4 Paid parental leave must be taken immediately after the covered  
5 event and, if applicable, must be used concurrently with FMLA.

6 E. Notice:

7 Employees must provide at least thirty (30) days advance notice of  
8 the intent to take paid parental leave when the need is foreseeable.  
9 When thirty (30) days notice is not foreseeable, the employee must  
10 provide notice as soon as practicable.

11 When requesting paid parental leave, employees may be required to  
12 furnish to the employer documentation sufficient to verify the  
13 covered event. This may include a birth certificate, a court order  
14 finalizing adoption or placement of a foster child, and/or FMLA  
15 paperwork. In all cases, an employee is required to submit FMLA  
16 paperwork to the Risk Management Department.

17  
18 **ARTICLE 27**

19 **MILITARY LEAVE**

20 **27.1 Active Duty.**

21 The City Manager or the General Manager for Utilities shall grant a regular  
22 employee under his/her authority leave for active military service and state  
23 active duty in accordance with applicable law.

24 **27.2 Reserve or Guard Annual Training.**

25 The City shall grant a military leave of absence with pay to any employee  
26 called to temporary active or inactive duty for training purposes with the  
27 National Guard, or a reserve unit of the United States, or for attending  
28 evening or weekend military training which conflicts with his/her work  
29 schedule. Time off shall be granted for the purpose of attending the military  
30 training for a period not to exceed two hundred forty (240) working hours in

1 any one calendar year.

2 **27.3** Reserve or Guard Active Military Service (not annual training).

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

9 **27.4** Requests for Military Leave.

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

15 **27.5** Military Leave Without Pay

16 In the event military leave is required in excess of the time allowed in  
17 paragraphs 27.2 and 27.3, the employee may be granted additional leave  
18 without pay or he/she may elect to use earned vacation (annual leave) or  
19 PTO. Vacation (annual leave) and PTO will not be required prior to  
20 allowing leave without pay.

21  
22  
23  
24 **ARTICLE 28**

25 **JOB VACANCY AND PROBATION**

26 **28.1** A. When vacancies occur they will be posted for City employees  
27 internally on City bulletin boards for a minimum of seven (7)  
28 consecutive days. They may also be advertised to the public.

29 B. Employees in initial probationary status may apply for promotion only  
30 when the position is being advertised to the public.

31 **28.2** The following factors may be considered in selecting persons to fill vacant  
32 positions.



- 1           A.     Ability and qualifications to perform their work.  
2                 In the review of qualifications, City employees will be reviewed first.  
3                 If tests are given, they may be given to all qualified applicants and  
4                 selection methods will be explained to the candidates at the time of  
5                 the test. If an eligibility list is established, it will be valid for a period  
6                 of time determined by the department at the time the list is  
7                 established, not to exceed two years. This shall not be construed as  
8                 a guarantee that an employee on an eligibility list will be hired in a  
9                 position for which the list was established or that selections will be  
10                made in any particular order.
- 11          B.     Prior work record and any other pertinent job related information.
- 12          C.     Polygraph of applicants for positions in the Gainesville Police  
13                 Department.

14    28.3

14           Probation:

- 15          A.     All appointments to a Regular position:  
16                 Whenever an employee accepts a new position (whether as a new  
17                 hire, through voluntary demotion, as a lateral appointment, promotion,  
18                 etc.), he/she shall be subject to a six-month probationary period. The  
19                 City may, at its discretion, extend **any** probationary period up to an  
20                 additional three (3) months. An employee may be discharged without  
21                 cause at any time during any portion of his/her six-month or extended  
22                 probationary period.
- 23          B.     Promotional:  
24                 Upon promotion, an employee shall be subject to a probation as  
25                 described in 28.3.A. above. In the sole discretion of management, if  
26                 an employee is removed during the probationary period for failure to  
27                 perform satisfactorily the duties of the position, then the employee,  
28                 may be returned to the classification held prior to the promotion or to a  
29                 similar classification unless otherwise provided in their Progression  
30                 through Training Program (PTTP). In such cases, the department  
31                 shall have the discretion to have that employee serve a new

1 probatory period.

2 **28.4 Interim Appointments/Assignments:**

3 Vacancies sometimes require the appointment of employees to positions on  
4 an interim basis. When such bargaining unit vacancies are likely to extend  
5 beyond thirty days, hiring managers and supervisors are strongly encouraged  
6 to solicit interest from all parties in the department who may possibly have  
7 the basic skills necessary to perform the interim assignment. This solicitation  
8 is meant to be an informal and quick process with the objective of helping the  
9 manager or supervisor become aware of all those employees who may have  
10 interest in the interim assignment and would benefit from the skills and  
11 knowledge afforded by the interim position. This provision is not covered by  
12 Article 8 of the current Labor Agreement.

13  
14 **ARTICLE 29**  
15 **LAYOFF AND RECALL**

16  
17 **29.1 Layoffs:**

- 18 A. Layoffs shall be accomplished in an orderly, systematic and uniform  
19 manner in accordance with established procedures. Charter Officers  
20 or those acting directly in their positions may authorize layoff of an  
21 employee or employees when he/she deems it necessary for reasons  
22 of, but not limited to, the following: shortage of funds or work, or other  
23 material changes in the duties or organization, or for related reasons.  
24 Every effort will be made to provide employees with a minimum of ten  
25 (10) working days notification prior to layoff.
- 26 B. The duties performed by an employee who is laid off may be  
27 reassigned to other employees already working who hold positions in  
28 appropriate classes.
- 29 C. The affected Charter Officer or his/her designee shall determine the  
30 extent of layoffs necessary and identify:
- 31 1. The class or classes of positions from which layoffs are to be

1 made.

2 2. The number of positions in each class to be abolished resulting  
3 in layoffs.

4 D. Should it become necessary to reduce the number of employees  
5 within a division in a department, or if there are no divisions in the  
6 department, then within the department, among employees of the  
7 same classification, the order of layoff shall be as follows:

8 Appointment Status

9 1. Temporary employees.

10 2. Initial probationary employees.

11 3. Promotional probationary employees. (Reverts to prior  
12 classification without loss of seniority accrued while in such  
13 promotional probationary status.)

14 4. Regular employees.

15 E. When the need arises for laying off an employee serving a  
16 promotional probationary period, such employee shall be returned to a  
17 position of the classification from which he/she was promoted or  
18 advanced.

19 F. Layoffs:

20 If it is necessary to effect a layoff, employees will be laid off in  
21 accordance with Paragraph D of this Section. Among employees of  
22 the same appointment status in a classification, the order of layoffs  
23 shall be based on seniority with the least senior employees in the  
24 classification in the division being laid off first provided that:

25 1. the employees are of equal ability and qualifications to  
26 perform the work, and

27 2. the employees have comparable work records inclusive of all  
28 other pertinent job related documentation.

29 However, for employees within specific "job families" (as listed in  
30 Exhibit 2) the order of layoff will be further defined by Paragraph G  
31 below.

- 1 G. If it is necessary to effect a layoff of employees within a job family, the  
2 layoff provisions in Paragraphs D, E, and F above will be in force and  
3 to the extent possible, employees at the entry level of a job family  
4 (typically a trainee or apprentice) will be first subject to layoff in favor  
5 of employees at the advanced level of the job family (typically a lead  
6 worker or journey level worker). The retained employees may be  
7 reassigned downward within that job family as required (for example:  
8 lead worker to journey level worker).
- 9 H. Employees on layoff shall not accrue any employee benefits  
10 whatsoever.
- 11 I. Provided, however, and in any event, any action taken under this  
12 entire article shall not detract from the City's Affirmative Action Plan.
- 13 29.2 Recall:
- 14 A. Employees laid off under the provisions of either paragraph D or E in  
15 Section 29.1 shall be recalled in the reverse order in which they were  
16 laid off.
- 17 B. Regular employees laid off shall have precedence for recall to their  
18 former classification and department over other applicants for a period  
19 of three hundred ninety-five (395) days.
- 20 C. Laid off employees recalled within one hundred eighty (180) days shall  
21 have their tenure of service restored. If re-employed after three  
22 hundred ninety-five (395) days, the employee shall be treated as a  
23 new employee.
- 24 D. The City will offer recall to laid-off employees by certified mail to the  
25 last known address on file with the Human Resources Department. If  
26 the laid off employee fails to report to the Human Resources  
27 Department his/her intentions of returning to work within fourteen (14)  
28 calendar days after mailing of said certified notice, tenure of service  
29 shall be broken. Any extenuating circumstances may receive  
30 consideration by Management and the Human Resources Director.
- 31 E. A laid off employee, when offered recall, who is temporarily unable to

1 accept due to documented medical reasons may request a leave of  
2 absence without pay not to exceed thirty (30) calendar days.

- 3 F. Laid-off employees may apply for any equivalent or lower or higher  
4 classification with the City and, if selected within the three hundred  
5 ninety-five (395) day recall period, shall have their tenure of service  
6 restored.

7  
8 **ARTICLE 30**

9 **LENGTH OF SERVICE**

10 **30.1** Length of Service:

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

- 14 A. The employee quits.  
15 B. The employee is discharged.  
16 C. The employee who has been laid off fails to report to work within  
17 fourteen (14) calendar days after being recalled by certified letter sent  
18 to the last known address as shown on the records of the Human  
19 Resources Department. Any extenuating circumstances may receive  
20 consideration by Management and the Human Resources Director.  
21 D. The employee fails to report for work at the termination of a leave of  
22 absence.  
23 E. The employee works on another job while on leave of absence without  
24 the City's permission.  
25 F. The employee is laid off for a period longer than three hundred ninety-  
26 five (395) days.  
27 G. The employee is absent without leave for three (3) consecutive  
28 workdays without notifying his/her supervisor or the Human  
29 Resources Department. Such absence shall constitute a voluntary  
30 resignation. Any extenuating circumstances shall receive  
31 consideration by the Human Resources Director.

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**ARTICLE 31**

**LIABILITY**

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

31.2 Whenever a City employee is sued for actions taken in the course of duty, the City will provide legal defense through the lawyer supplied by the City or its insurance carrier.

In exceptional cases when a claim for punitive damages has been made, the City will pay reasonable fees for additional counsel selected by the employee and the City when the City Commission has approved the hiring of additional counsel before the contract for hire is made. In no case will the cost of additional legal counsel be paid by the City unless prior approval is given as stated above, and in no case will the City pay punitive damages, if levied.

**ARTICLE 32**

**HEALTH AND SAFETY**

32.1 The Public Employer agrees that it will conform to and comply with health and safety regulations as required by federal, state, and local law. The City and the Union will cooperate in the continuing objective of eliminating health and safety hazards.

**ARTICLE 33**

**BULLETIN BOARD**

33.1 The Union may, at its own expense, place a bulletin board at mutually agreed upon locations, not to exceed approximately three feet by four feet (3' X 4') in size for the following notices only:



1 agreement, and limited by the pay range maximum.

2 B. Effective the beginning of the first full pay period in January 2023 and  
3 January 2024, employees covered by this Agreement, except those who have not  
4 completed their Supervisory Progression Through Training Program, shall have their  
5 individual base rate of pay increased by one percent (1%), except for any portion  
6 that would conflict with an employee's Deferred Retirement Option Program (DROP)  
7 agreement, and limited by the pay range maximum.

8  
9 C. There shall be no General Increases after the expiration of this Agreement,  
10 unless and until there is a new Agreement in effect providing for such increases.  
11

12 **34.3 Retiree Health Savings Plan**

13 Employees covered by this Agreement shall have their base pay rate  
14 reduced by 1.5% and the employer shall contribute such amount to  
15 the Retiree Health Savings (RHS) plan adopted by the City  
16 Commission.  
17

18 **34.4 Merit or Performance Increases**

19 A. Except as provided herein, effective the beginning of the first full pay  
20 period in January 2023 and January 2024, employees covered by this  
21 Agreement who receive a meets expectations or higher (3.0 or higher)  
22 on their annual performance evaluation shall have their individual  
23 base rate of pay increased by one and one half percent (1½%),  
24 except for any portion that would conflict with an employee's Deferred  
25 Retirement Option Program (DROP) agreement. Those who have not  
26 completed a Progression Through Training Program are not eligible  
27 for Merit or Performance Increases in accordance with this paragraph  
28 (34.4).

29 B. For regular (non-probationary) employees, the review period is a one-  
30 year period from October 1 through the next September 30.  
31 Employees shall be subject to review for all City-wide Competencies  
32 provided in the evaluation tool. Employees shall be subject to review



1 for any/all Goals provided in the evaluation tool, provided such Goals  
2 were established and communicated no later than November 15<sup>th</sup> of  
3 the rating period under review. In the event Goals are established and  
4 communicated after November 15<sup>th</sup> of the rating period, the employee  
5 shall only be reviewed for the time period from the date Goals are  
6 established and communicated until the end of the rating period.

7 C. Unless otherwise provided, DROP employees' rate of pay shall be  
8 subject to the limitations provided for in each individual's DROP  
9 agreement.

10 D. There shall be no Merit or Performance Increases after the expiration  
11 of this Agreement, unless and until there is a new Agreement in effect  
12 providing for such increases.

13 34.5 Classification Changes

14 A. Promotion

15 Except as provided herein, when an employee is promoted, his/her  
16 salary shall be advanced to a rate in the new pay range which would  
17 provide at least a five percent (5%) increase, except as provided in  
18 paragraph 34.6. Any promotional increase shall ensure five percent  
19 (5%) pay separation between the employee being promoted and the  
20 highest paid subordinate.

21 B. Transfer

22 There shall be no immediate change in the salary rate of an employee  
23 who is transferred. A transfer shall be defined as a move from one  
24 position to another with no change in classification. If an employee  
25 competes for and is hired into a position in a class having the same or  
26 a lower salary range, the rate of pay shall be set in accordance with  
27 HR Policy C-3: Changes in Employee Status Affecting Compensation.

28 C. Temporary Assignments

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

1 D. Demotion

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

6 E. Audits and Re-allocations

7 When a position(s) is reallocated to a lower paid classification as a  
8 result of a job audit or re-organization, and the affected employee's  
9 rate of pay is above the lower classification's range maximum, the  
10 affected employee's rate of pay shall be frozen. The employee's pay  
11 shall continue at the present rate during the period of incumbency  
12 (except in event of general service wide reductions). The employee  
13 shall not be entitled to a pay increase until such time as the  
14 employee's pay is within the appropriate pay grade for the lower pay  
15 classification.

16 F. Lump Sum Payments for "Hot" Market Jobs

17 Under certain conditions some skill sets become "hot" in the  
18 marketplace. This becomes an issue of concern for the City when  
19 either turnover increases in these position classes, or the City has a  
20 difficult time recruiting. The several years leading up to Y2K for  
21 COBOL programmers are a good example. Under these  
22 circumstances, CWA and the City have an interest in maintaining  
23 compensation at market levels without permanently changing the pay  
24 structure and distorting internal hierarchy relationships. Therefore,  
25 discretionary one-time lump sums may be made at different intervals  
26 depending on market conditions. Each payment of a lump sum will be  
27 approved by the IBBT. The review will include, but not be limited to  
28 the following:

- 29 • There are demonstrated recruitment or retention problems in a  
30 position class or potential recruitment or retention problems due to  
31 projected retirements or turnover and there is actual evidence that

1 the City of Gainesville compensation is materially below market,  
2 based on bona fide data for the appropriate recruitment market,  
3 taking into account the total compensation for the position class.  
4 The lump sum for “hot” market jobs will be applied to each  
5 individual in the class who has the requisite skills.

- 6 • The IBBT will approve any market adjustments, but the final  
7 decision as to the initiation and withdrawal of the adjustment will  
8 rest solely with management, to include the Human Resources  
9 Department.
- 10 • These “hot” market job lump sum payments will not be included  
11 in determining final average earnings (FAE) for the calculation of  
12 pension benefits.

13  
14 **34.6**      Progression through Training

- 15 A. Employees participating in the Supervisory Progression Through  
16 Training Program (SPTTP) shall be given information regarding how  
17 the program works and the penalty, if any, for not progressing in the  
18 program. In addition, the employee shall be required to sign a  
19 statement of receipt and understanding which states he/she has been  
20 given this information prior to participating in the program.
- 21 B. Employees participating in the SPTTP shall receive wage increases in  
22 accordance with the terms of the SPTTP, and as otherwise expressly  
23 stated in this article and shall not be eligible for General Increases  
24 provided in paragraph 34.2 above.
- 25 C. All newly appointed Supervisors of employees participating in IBBT  
26 approved PTTTPs shall be participants in the SPTTP.
- 27 D. All existing Supervisors of employees participating in an IBBT  
28 approved PTTTP may elect to voluntarily participate in the SPTTP at  
29 any time. Once an existing Supervisor has entered the program,  
30 he/she may elect to end their participation within the first six (6)  
31 months but in doing so, forfeits the opportunity to opt into the program

1 at a later date.

2 E. An evaluation tool was developed specifically for use by Supervisors  
3 participating in the SPTTP. The intention was to use this tool to pilot  
4 an extension of the PTTP philosophy (a direct link between  
5 performance and pay) beyond the acquisition of Knowledge, Skills  
6 and Abilities (KSA) into the use and application of those KSAs. The  
7 terms and conditions necessary for implementation of this evaluation  
8 tool will be jointly developed by a work group comprised of  
9 representatives from the CWA and Management, appointed by the  
10 IBBT. Their work product must be approved by the PTTP Board, and  
11 finally by the IBBT prior to inclusion in the SPTTP.  
12

13 34.7 If the City proposes removal of a classification(s) from the bargaining unit,  
14 and where the union disagrees, PERC will decide the issue.  
15

16 34.8 Direct Deposit

17 All employees covered by this Agreement will be required to have and  
18 maintain a direct deposit account for the purpose of receiving their  
19 employment compensation.  
20

21 34.9 In the event an employee is subject to an income deduction order, the City  
22 shall charge the employee an administrative fee, or fees, in accordance  
23 with limits established by law.  
24

## 25 **ARTICLE 35**

### 26 **SEVERABILITY**

27 35.1 Should any provision of this Agreement be found to be inoperative, void or  
28 invalid by a court of competent jurisdiction, all other provisions of this  
29 Agreement shall remain in full force and effect for the duration of this  
30 Agreement, it being the intention of the parties that no portion of this  
31 Agreement or provision herein shall become inoperative or fail by reason of

1 the invalidity of any other portion or provision.

2  
3 **ARTICLE 36**

4 **PENSIONS**

5 36.1 Employees covered by this Agreement shall be covered by the City's General  
6 Pension Plan and Disability Plan as set forth by the City of Gainesville's Code  
7 of Ordinances, as amended. Minor changes may be made by the City.  
8 Minor changes are defined as changes the net effect of which would not  
9 require a current or potential increase in the contribution rate or a benefit  
10 decrease.

11 36.2 The City will give the Union a copy of such minor change(s) at least thirty (30)  
12 days prior to the adoption of such change(s).

13 36.3 A change, or changes, in the Plan, the net effect of which would require a  
14 current or potential increase in the contribution rate or a benefit decrease,  
15 may be made by the City subject to the Union's right to demand impact  
16 bargaining prior to the effective date of such change.

17  
18  
19  
20 **ARTICLE 37**

21 **ENTIRE AGREEMENT**

22 37.1 The parties acknowledge that during negotiations which resulted in this  
23 Agreement, each had the unlimited right and opportunity to make proposals  
24 with respect to subjects or matters not removed by law from the area of  
25 collective bargaining. The understandings and agreements arrived at by the  
26 parties after the exercise of such right and opportunity are set forth in this  
27 Agreement.

28 37.2 The City and the Union, for the duration of this Agreement, agree that the  
29 other shall not be obligated to bargain collectively with respect to any subject  
30 or matter referred to or covered in this Agreement, but may, upon mutual  
31 agreement of both, bargain collectively on any subject or matter not known or

1 contemplated by either or both parties at the time that they negotiated this  
2 Agreement.

3 **37.3** This Agreement shall be effective on January 1, 2022, after ratification by the  
4 bargaining unit members of Local No. 3170 and the City Commission and  
5 shall remain in full force and effect up to and including December 31, 2024.

6 **37.4** A. The parties recognize that it may be in their mutual interest to  
7 negotiate modifications to the Agreement during the life of said  
8 Agreement. Accordingly, the parties concur that, should the City and  
9 the Union agree to negotiate changes to existing Articles, or to include  
10 the addition of new Articles(s), the Interest Based Bargaining (IBB)  
11 process will continue to be utilized to the extent practicable. When the  
12 IBB process is utilized, the intent of the parties shall be to negotiate  
13 modifications, (e.g., additions and/or deletions) to the Agreement  
14 which achieve mutual gains for the City and the Union. The IBB Team  
15 will consist of 5 Union representatives and 5 management  
16 representatives, to be trained in the IBB process. Union IBB Team  
17 designees who are city employees, shall suffer no lost wages for time  
18 to attend IBB meetings. Agreements reached under the IBB process  
19 must be reduced to writing and signed off by the IBB Team members  
20 and shall be ratified by both parties, except as authorized elsewhere in  
21 the Agreement.

22 B. Should either party determine the IBB process would not be  
23 practicable, Article 37, Entire Agreement, Section 37.2 shall then be  
24 the process utilized. Any modifications resulting from utilizing Section  
25 37.2 shall be ratified by both parties.

26 **37.5** Should either party desire to terminate, change or modify this Agreement or  
27 any portion thereof, they shall notify the other party in writing prior to June 30,  
28 2024. Such notification shall include the titles and sections of the articles the  
29 party wishes to renegotiate and all other articles will remain in full force and  
30 effect from year to year thereafter.

31 **37.6** Following the sending and receipt of the notice described above, the parties

1 shall follow the procedures contained in the Florida Public Employee  
2 Relations Act toward the consummation of a new Agreement.  
3

1 **IN WITNESS WHEREOF**, the parties hereunto set their hands this 6th day of  
2 January 2022 \*.

3  
4 THE CITY OF GAINESVILLE,  
5 FLORIDA

COMMUNICATIONS WORKERS  
OF AMERICA, INC.,  
LOCAL NO. 3170

8  
9 Signed Original on file in Human Resources  
10 CYNTHIA CURRY  
11 INTERIM CITY MANAGER

Signed Original on file in Human Resources  
ROBERT ARNOLD  
CWA PRESIDENT

13  
14 Signed Original on file in Human Resources  
15 EDWARD BIELARSKI  
16 GENERAL MANAGER FOR UTILITIES

Signed Original on file in Human Resources  
RUSSELL STIRIZ  
CWA VICE PRESIDENT, GG

18  
19 Signed Original on file in Human Resources  
20 DON WELCH  
21 CWA VICE PRESIDENT, GRU

22  
23  
24 Signed Original on file in Human Resources  
25 CWA DISTRICT REPRESENTATIVE  
26 KEVIN KIMBER

27  
28  
29 APPROVED AS TO FORM AND LEGALITY:

30  
31  
32 Signed Original on file in Human Resources  
33 CITY ATTORNEY

34  
35 CITY COMMITTEE  
36 Gary Baysinger  
37 Cintya Ramos  
38 Phil Mann  
39 Steve Varvel  
40 Anthony Cunningham

UNION COMMITTEE  
Robert Arnold  
Russell Stiriz  
Don Welch  
Clinton Weldon  
Robert Matheny

41  
42  
43 \*Date ratified by last party.  
44  
45



1 Exhibit I (Residential Boundary Section 16.5)

2  
3 **Explanation of Job Families**

4  
5 Job Families include, but are not limited to:

- 6  
7 All Progression Through Training Program positions  
8 Lineworker Trainee – Lead Lineworker  
9 Water Plant Operator Trainee – Water Plant Operator III  
10 Wastewater Plant Operator Trainee – Wastewater Plant Operator III  
11 Network Technician I – Network Analyst  
12 Maintenance Worker I – Maintenance Worker III  
13 Tree Surgeon I – Tree Surgeon III  
14 Maintenance Mechanic I – Maintenance Mechanic III  
15 Traffic Signal Apprentice – Traffic Signal Technician III  
16 Traffic Sign/Markings Technician I – Traffic Signs/Markings Technician III  
17 Motor Equipment Operator I – Motor Equipment Operator III  
18 Fleet Mechanic I – Fleet Mechanic II  
19 Labor Crew Leader I – Labor Crew Leader II  
20 And similar jobs with natural progression

1 EXHIBIT II (Layoff and Recall Section 29.1 F (2))  
2  
3

4 **Job Family Name:**

**Classifications included:**

5  
6 Building Inspector

Building Inspector 3  
Building Inspector 2  
Building Inspector 1  
Building Inspector

10  
11 Buyer

Buyer 2  
Buyer  
Buyer Assistant

14  
15 Coal/.Ash Equip. Operator

Coal/Ash Equipment Operator II  
Coal/Ash Equipment Operator I

17  
18 Customer Account Rep.

Customer Account Representative, Sr.  
Customer Account Representative

20  
21 Customer Service Reps.

Customer Service Representative, Sr.  
Customer Service Representative 2  
Customer Service Representative 1

24  
25 Elect. Apparatus Tech.

Electric Apparatus Technician  
Electric Apparatus Technician Apprentice

27  
28 Electric Lineworker

Lead Electric Lineworker  
Electric Lineworker  
Electric Lineworker Apprentice  
Electric Lineworker Trainee

31  
32  
33 ED Facilities Specialist

Energy Delivery Facilities Specialist II  
Energy Delivery Facilities Specialist I

34  
35  
36 Field Service Tech.

Field Service Technician  
Field Service Technician Apprentice

37  
38  
39 Fleet Mechanics

Fleet Mechanic II  
Fleet Mechanic I

40  
41  
42 Gas Worker

Lead Gas Worker  
Gas Worker

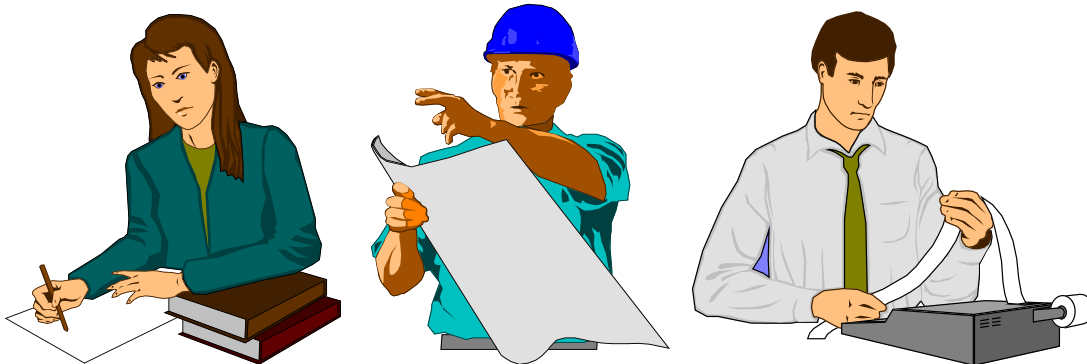
<b><u>Job Family Name:</u></b>	<b><u>Classifications included:</u></b>
Gas Worker	Gas Worker Apprentice Gas Worker Trainee
Line Technician	Lead Line Technician Line Technician
Maintenance Mechanic	Maintenance Mechanic 3 Maintenance Mechanic 2 Maintenance Mechanic 1
Network Cabling Specialist	Network Cabling Specialist 2 Network Cabling Specialist 1
Network Technician	Network Analyst Network Specialist Network technician II Network Technician I
Police Service Tech.	Police Service Technician 3 Police Service Technician 2 Police Service Technician 1 Police Service Technician
Power Plant Operator	Power Plant Operator III Power Plant Operator II Power Plant Operator I Process Plant Operator II Process Plant Operator I Power Plant Operator Trainee
Relay Technician	Lead Relay Technician (proposed) Relay Technician Relay Technician Apprentice
Substation Electrician	Lead Substation Electrician (proposed) Substation Electrician Substation Electrician Apprentice
Systems Operator	Systems Operator II Systems Operator I

1		
2	<b><u>Job Family Name:</u></b>	<b><u>Classifications included:</u></b>
3		
4	Telecom Specialist	Lead Telecom Specialist
5		Telecom Specialist 2
6		Telecom Specialist 1
7		
8		
9	Traffic Signal Control Tech	Traffic Signal Control Technician III
10		Traffic Signal Control Technician II
11		Traffic Signal Control Technician I
12		
13		
14		
15	Traffic Signs & Markings Tech	Traffic Signs & Markings Technician II
16		Traffic Signs & Markings Technician I
17		
18		
19	Tree Surgeons	Tree Surgeon III
20		Tree Surgeon II
21		Tree Surgeon I
22		
23	User Support Technician	User Support Analyst
24		User Support Specialist
25		User Support Technician II
26		User Support Technician I
27		
28	Utilities Materials Specialist	Utilities Materials Specialist, Sr.
29		Utilities Materials Specialist 2
30		Utilities Materials Specialist 1
31		
32	Wastewater Plant Operator	Wastewater Plant Operator III
33		Wastewater Plant Operator II
34		Wastewater Plant Operator I
35		Wastewater Plant Operator Trainee
36		
37	Water Plant Op/Mechanic	Water Plant Operator/Mechanic
38		Water Plant Operator/Mechanic Apprentice
39		Water Plant Operator/Mechanic Trainee
40		
41	Water Treatment Plant Op	Water Treatment Plant Operator III
42		Water Treatment Plant Operator II
43		
44		
45		
46		

<u>Job Family Name:</u>	<u>Classifications included:</u>
1	
2	
3	Water Treatment Plant Op
4	Water Treatment Plant Operator I
5	Water/Wastewater ICE Tech.
6	Instrumentation, Control, and Electrical (ICE)
7	Technician
8	Water/Wastewater ICE Tech.
9	ICE Technician Apprentice
10	Water/Wastewater Lab. Tech.
11	Water/Wastewater Laboratory Technician, Sr.
12	Water/Wastewater Laboratory Technician
13	Water/Wastewater Service Op
14	Water/Wastewater Service Operator Crew Leader
15	Water/Wastewater Service Operator
16	Water/Wastewater Service Operator Apprentice
17	Water/Wastewater Service Operator Trainee
18	
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# COMMUNICATIONS WORKERS OF AMERICA (CWA)



## DRUG-FREE WORKPLACE PROGRAM

**ADDENDUM A**

**CWA 3170**

**DRUG-FREE WORKPLACE PROGRAM**



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# DRUG-FREE WORKPLACE PROGRAM

## I. PURPOSE

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

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

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

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

The City's Drug-Free Workplace Program has been prepared so as not to conflict with public policy and, further, not to be discriminatory or abusive. A drug-free workplace should be the goal of every employer in America. Drug and alcohol

testing is only one of the several steps that must be taken to achieve this objective. When incorporated into a comprehensive anti-drug effort, testing can go a long way in combating drug and alcohol abuse in the workplace.

## **II. SCOPE**

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

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

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

## **IV. DEFINITIONS**

The definitions of words and terms as set forth in § 440.02(1) and § 440.102(1), Fla. Stat., the Florida Workers' Compensation Drug Testing Rules and the Agency for Health Care Administration, Drug-Free Workplace Standards (Fla. Admin. Code R. 59-A24) as may be amended shall apply to the words and phrases used in this program unless the context clearly indicates otherwise. When the phrase "drug and alcohol" testing, use, etc., is used in connection with different testing mechanisms, prohibitions or causes for testing "drug" includes all of the below

listed substances except alcohol. "Drug" otherwise has the same meaning as in §440.102(1)(a), Fla. Stat., which defines "drug" as follows:

(a) "Drug" means alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.

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

## **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.
- B. Off-duty use of alcohol may adversely affect an employee's job performance or adversely affect or threaten to adversely affect other interests of the City, including but not limited to the employee's relationship to his/her job, fellow workers' reputations, or goodwill in the community. Disciplinary action up to and including dismissal may be imposed on this basis.
- C. Except as provided herein, the personal possession (i.e., on the person, or in a desk, locker) of alcohol on City property or during working hours will result in disciplinary action, up to and including dismissal.
- D. It is against the City's program and a violation of City policy to report to work or to work under the influence of alcohol.
- E. For purposes of implementing § 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(L) or as otherwise provided by law (see Section I - Purpose).
- F. An employee whom 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. Failure to pass an alcohol test will result in further testing or disciplinary action, up to and including dismissal.
- 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

- (a) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for alcohol testing;
  - (b) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing;
  - (c) engages in conduct that clearly obstructs the testing process; or
- I. Employees arrested for an alcohol-related incident, as indicated on the arrest report, shall notify, as soon as feasible, but in any event no later than 24 hours after the arrest, the City management representative having direct administrative responsibility for the arrested employee of the arrest if the incident occurs:
    - 1. During working hours, or
    - 2. While operating a City vehicle, or
    - 3. While operating a personal vehicle on City business.

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

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

## **VI. DRUG USE PROHIBITIONS**

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

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

- B. Reporting to work, or working, under the influence of illegal drugs is a violation of the City's Program and is Just Cause for immediate dismissal.
- C. For purposes of this program, an employee is presumed to be under the influence of drugs if a urine test or other authorized testing procedure shows drug usage as set forth in Section VIII (L) or as otherwise provided by law (see Article I - Purpose).
- D. Participation in a treatment program, will not excuse violations of this policy, work rule violations, improper conduct, or poor performance and an employee may be disciplined or dismissed for such offenses or failure to perform.
- E. Legal medications (over-the-counter) or prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any over-the-counter medications or prescription drugs which might impair safety, performance, or any motor functions shall advise his/her direct management representative of the possible impairment before reporting to work under the influence of such medication or drug. A failure to do so may result in disciplinary action. If Management determines that the impairment does not pose a safety risk, the employee will be permitted to work. Otherwise, management may offer a change in work schedule, temporarily reassign the employee or place the employee in an appropriate leave status during the period of impairment. Improper use of "prescription drugs" is prohibited and may result in disciplinary action. Improper use of prescription drugs includes, but is not limited to, use of multiple prescriptions of identical or interchangeable drugs, and/or consumption of excessive quantities of and individual or therapeutically interchangeable drugs, and/or inappropriately prolonged duration of consumption of drugs, and/or consumption of prohibited drugs for other than valid medical purposes. For the purpose of this Program, consumption of any drug by the employee of more than the manufacturer's maximum recommended daily dosage, or for a longer period of time than recommended (unless otherwise prescribed by employee's physician), or of any prohibited drug prescribed for or intended for another individual, or for other than a valid medical purpose shall be construed to constitute improper use. Prescription medication shall be kept in its original container (unless approved in advance by management) if such medication is taken during working hours or on City property.
- F. Refusal to submit to, or efforts to tamper with, a drug 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

- (a) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for alcohol testing;
  - (b) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing;
  - (c) engages in conduct that clearly obstructs the testing process; or
- G. Violations of drug prohibitions can subject an employee to disciplinary action up to and including dismissal. Dismissal for a first offense will be considered an appropriate penalty absent mitigating circumstances. Employees whose positive result was related to the random drug testing program described in Section VII subsection C below may be given the opportunity for a "last chance agreement" subject to the procedures outlined in Section X paragraph D of this program. Any such "last chance agreement" shall be developed by and is subject to modification at management's sole discretion.

## **VII. TESTING**

### **A. *Testing of Applicants***

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

### **B. *Reasonable Suspicion Testing***

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



belief based on objective facts which could reasonably lead an observer to further investigation.

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

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

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

- a. A Pattern of Abnormal or Erratic Behavior - This includes but is not limited to a single, unexplainable incident of serious abnormal behavior or a pattern of behavior which is radically different from what is normally displayed by the employee or grossly differing from acceptable behavior in the workplace.

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

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

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

- i. Performance Related Accidents: Each employee whose performance either contributed to the accident or whose performance cannot be discounted as a contributing factor to the accident shall be drug tested. The management representative having administrative responsibility for the employee involved in the accident shall ensure that a drug test is performed as soon as possible after the accident. Any necessary emergency medical care should be provided prior to initiating testing. No drug test should be administered after 32 hours.

Should evidence of alcohol be present, i.e., an odor of alcohol, open containers, or a statement from witness confirming alcohol consumption, the management representative must ensure alcohol testing is done immediately after the accident unless emergency medical care is required. An employee should be tested within 2 hours after the accident if at all possible. No alcohol testing will be conducted after eight (8) hours have passed from the time of the accident. If alcohol testing is not initiated within eight (8) hours, the management representative shall document the reason testing was not completed within eight (8) hours and submit it to Employee Health Services.

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

- (1) City employee operating a City vehicle at any time, or a non-City vehicle on City business, and involved in an accident resulting in a citation for a moving violation, or in any of the consequences described in 2(a) - (d) below.
- (2) Non-vehicular work related accident resulting in:
  - (a) death or injury to another person; or
  - (b) death of an employee; or
  - (c) injury to the employee requiring medical treatment at an off-site (away from the scene of the accident) medical facility other than Employee Health Services, unless the employee can be absolved of all fault in the accident. If the injury is of such character as would have been treated at Employee Health Services, but for the unavailability of Employee Health Services, management may waive this requirement.

"Unavailability" means occurring at a time other than the hours of operation of Employee Health Service or at such distance from Employee Health Services as to render their use impractical; or

- (d) property damage estimated to be greater than \$2500, unless the employee can be absolved of all blame in the accident.

**C. Random Testing**

- 1. (a) A random testing program shall be established for the following covered positions:

Police Property/Evidence Specialist Supervisor

- (b) The minimum annual percentage rate for random controlled substances testing shall be 50 percent of the average number of individuals holding the above positions.
- 2. Any new minimum annual percentage rate for random alcohol testing will be applicable starting January 1 of the calendar year following a new agreement.
  - 3. The selection of individuals for random controlled substances testing shall be made by a scientifically valid method, such as random number table of computer-based random number generator that is matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each individual shall have an equal chance of being tested each time selections are made.
  - 4. Random controlled substances tests conducted under this Addendum shall be unannounced and that the dates for administering random alcohol and controlled substances tests are spread reasonably throughout the calendar year.
  - 5. Each individual who is notified of selection for random controlled substances testing shall make himself available at the test site immediately.
  - 6. An individual shall only be randomly while the employee is holding the positions identified in paragraph 1 (a) of this section.

**D. Open Section**

**E. Follow-up Testing**

If an employee in the course of employment enters an employee assistance program for drug related problems or a drug rehabilitation program, the employee must submit to a drug test as a follow-up to such program unless such requirement is waived by the City. Follow-up testing shall be prescribed by the Substance Abuse Professional (SAP) and be conducted at least once a year for at least a two-year period after completion of the program. Advance notice of such follow-up testing must not be given to the employee to be tested. In the case of drivers subject to the commercial motor vehicle addendum, follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver ceased performing safety-sensitive functions.

**F. Routine Fitness for Duty**

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

**G. Additional Testing**

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

**H. Refusal to Test**

Employees who refuse to submit to a breath alcohol or urine drug test administered in accordance with this program will be subject to dismissal.

**VIII. TESTING PROCEDURE**

**A. Tested Substances**

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

- Alcohol
- Amphetamines (Binhetamine, Desoxyn, Dexedrine)
- Cannabinoids (i.e., marijuana, hashish)
- Cocaine
- Phencyclidine (PCP)
- Methaqualone (Quaalude, Parest, Sopor)
- Opiates

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

**B. *Designated Laboratory***

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 Employee Health Services.

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

Applicants and employees will be given an opportunity 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 or other relevant medical information to the Medical Review Officer (MRO) in the event of a positive confirmed result.

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

**E. *Body Specimens***

Urine will be used for the initial test for all drugs except alcohol and for the confirmation of all drugs except alcohol. 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 may be utilized in connection with justifying further alcohol breath tests in instances involving reasonable suspicion testing under this program. Under these circumstances discipline for violation of

the Program may be taken based upon observable conduct or conditions and/or the result of other tests, if any.

**F. Cost of Testing**

The City will pay the cost of initial and confirmation drug tests, which it requires of employees and job applicants. An employee or job applicant will pay the cost of any additional drug tests not required by the City. In the event that the City requires the employee's presence at the collection site outside normal working hours as part of the testing process and the employee passes the drug/alcohol test, such required time outside after normal working hours shall be considered actual time worked for the purpose of the CWA labor agreement (Premium Pay), if applicable.

**G. Collection Site, Work Site**

1. The City will utilize a collection site designated by an approved laboratory which has all necessary personnel, materials, equipment, facilities, and supervision to provide for the collections, security, chain of custody procedures, temporary storage and shipping or transportation of urine specimens to an approved drug testing laboratory. The City may also utilize a medical facility (designated by the contract laboratory) as a collection site which meets the applicable requirements.
2. The City may require that an employee take a chemical breath test at the Work Site or other City facility.
3. Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen and transportation of the specimen to the laboratory as applicable will meet state or federal rules and guidelines as amended from time to time, and will be used for each employee or job applicant whose urine is tested.

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

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

1. A physician, a physician's assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner, or a certified paramedic who is present at the scene of the accident for the purpose of rendering emergency service or treatment and/or qualified breath alcohol technician as defined in CFR Part 40; or
2. A qualified person employed by a licensed laboratory who has the necessary training and skills for the assigned tasks.

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

**I. Testing Laboratory**

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

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

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

Alcohol	0.04% concentration
Amphetamines	1000 ng/ml
Cannabinoids	50 ng/ml
Cocaine	300 ng/ml
Phencyclidine	25 ng/ml
Methaqualone	300 ng/ml
Opiates	300 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml
Synthetic Narcotics:	
Methadone	300 ng/ml
Propoxyphene	300 ng/ml



\* Chemical breath testing procedures as described in Fla. Admin. Code R. 11D-8 or U.S. Department of Transportation rules, will be used for all alcohol testing.

\*\*D.O.T. cutoff per 49 CFR, 40.29(e).

**K. Confirmation Tests Used**

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

Alcohol	0.04% concentration
Amphetamines	500 ng/ml
Cannabinoids	15 ng/ml
Cocaine	150 ng/ml
Phencyclidine	25 ng/ml
Methaqualone	150 ng/ml
Opiates	300 ng/ml
Barbiturates	150 ng/ml
Benzodiazepines	150 ng/ml
Synthetic Narcotics:	
Methadone	150 ng/ml
Propoxyphene	150 ng/ml

**L. Comparable Procedures**

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

**IX. TEST RESULTS**

**A. Reporting Results**

1. The laboratory shall disclose to the Medical Review Officer (MRO) a written positive confirmed test result report within seven (7) working days after receipt of the sample. The laboratory should report all test results (both positive and negative) to the MRO within seven (7)

working days after receipt of the specimen at the laboratory. The name and address of the current MRO is on file with Employee Health Services. The MRO is employed by the City and is not an employee of the drug testing laboratory.

2. The laboratory will report as negative all specimens which are negative on the initial test or negative on the confirmation test. Only specimens confirmed positive on the confirmation test will be reported positive for a specific drug.
3. The laboratory will transmit results in a manner designed to ensure confidentiality of the information. The laboratory and MRO will ensure the security of the data transmission and restrict access to any data transmission, storage and retrieval system.
4. As provided in Fla. Admin. Code R. 59A-24, the MRO will verify that positive and negative test results were properly analyzed and handled according to HCA rules. The MRO may require a re-test. The MRO will have knowledge of substance abuse disorders and shall also be knowledgeable in the medical use of prescription drugs and in the pharmacology and toxicology of illicit drugs. The MRO shall evaluate the drug test result(s) reported by the lab, verify by checking the chain of custody form that the specimen was collected, transported and analyzed under proper procedures and, determine if any alternative medical explanations caused a positive test result. This determination by the MRO may include conducting a medical interview with the tested individual, review of the individual(s) medical history or the review of any other relevant bio-medical factors. The MRO shall also review all medical records made available by the tested individual. The MRO may request the laboratory to provide quantification of test results.
5. The MRO will (1) notify the Designated Employer Representative (DER) or his/her designee of negative results, or (2) contact the employee or job applicant regarding a confirmed positive test result and make such inquiry as to enable the MRO to determine whether prescription or over-the-counter medication could have caused the positive test results. In this latter case, the MRO will follow the applicable procedure set forth in either the HCA or D.O.T. rules for providing the employee or job applicant the opportunity to present relevant information regarding the test results. After following the appropriate procedures, the MRO will notify the City in writing of any verified test results. If the MRO, after making and documenting all reasonable efforts, is unable to contact the employee or job applicant to discuss positive test results, the MRO will contact a DER management official to arrange for the employee or applicant to

contact the MRO. The MRO may verify a positive test without having communicated to the employee or applicant about the results of the test, if (1) the employee or applicant declines the opportunity, or (2) within two (2) days after contacting the designated management official the employee or applicant has not contacted the MRO. Further, employees or applicants must cooperate fully with the MRO.

Failure to meet with the MRO upon his or her request or failure to promptly provide requested information will result in an applicant not being hired and an employee immediately being placed upon suspension without pay and may result in discharge.

6. Within five (5) calendar days after the City receives a positive, confirmed verified test result from the MRO, the City will notify the employee or job applicant in writing of such test results, the consequences of such results, and the options available to the employee or job applicant, including the right to file an administrative or legal challenge. Notification shall be mailed certified or hand delivered. Hand delivery is the preferred method of providing notice to employees. Mailed notification shall be deemed received by the employee or applicant when signed for, or seven (7) calendar days after mailing, whichever occurs first.
7. The City will upon request provide to the employee or job applicant a copy of the test results.
8. Unless otherwise instructed by the City in writing, all written records pertaining to a given specimen will be retained by the drug testing laboratory for a minimum of five (5) years. The drug testing laboratory shall retain (in properly secured refrigerated or frozen storage) for a minimum period of 1 year, all confirmed positive specimens. Within this one (1) year period the City, employee, job applicant, MRO or HCA may request in writing that the laboratory retain the specimen for an additional period of time. If no such request or notice of challenge (See B.3.) is received, the laboratory may discard the specimen after one (1) year of storage.

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

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

explanation or challenge, and will include why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive results. All such documentation will be kept confidential and will be retained for at least one (1) year.

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

**C. *Employee/Applicant Protection***

1. During the 180-day period after the employee's or applicant's receipt of the City's written notification of a positive test result, the employee or applicant may request that the City have a portion of the specimen retested, at the employee's or applicant's expense. The re-testing must be done at another HCA licensed laboratory. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the City will be responsible for the transfer of the portion of the specimen to be re-tested, and for the integrity of the chain of custody for such transfer.
2. The drug testing laboratory will not disclose any information concerning the health or mental condition of the tested employee or job applicant.
3. The City will not request or receive from the testing facility any information concerning the personal health, habit or condition of the employee or job applicant including, but not limited to, the presence or absence of HIV antibodies in a worker's body fluids.
4. The City will not dismiss, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job

applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a MRO.

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

**D. Comparable Procedure**

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

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

- A. The City regards its employees as its most important asset. Accordingly, the City maintains an EAP which provides help to employees who suffer from alcohol or drug abuse and other personal or emotional problems. Employees with such problems should seek confidential assistance from the EAP or other community resources before drug or alcohol problems lead to disciplinary action. Employees may contact Employee Health Services for the name of the City's EAP.
- B. Information about a self-referred employee's contact with the EAP is confidential and will not be disseminated without the employee's permission. Further, an employee is not subject to discipline solely as a result of a self referral for treatment.
- C. However, use of the EAP or other community resources will not shield the employee from appropriate disciplinary action for violations of the City's Drug-Free Workplace Program if such violations come to the City's attention through other means, including, but not limited to, reports from employees or outsiders, direct observation, or drug testing.
- D. Follow-up testing shall be monitored by the Substance Abuse Professional (SAP) and shall provide that the employee:
  1. Contact the SAP and strictly adhere to all the terms of treatment and counseling;
  2. Immediately cease any and all abuse/use of alcohol/drugs; and

3. Consent in writing to periodic unannounced testing for a period of up to 60 months after returning to work or completion of any rehabilitation program, whichever is later.
  4. Pass all drug test(s) administered under this program.
  5. The employee and the certified bargaining representative, if any, executes and abides by an agreement, if appropriate, describing the required conditions.
- E. Participation in an employee assistance program or a drug rehabilitation program shall be paid for to the extent authorized under the City's Health insurance plan, whether the particular program is selected by the employee or the City.

## **XI. INVESTIGATION**

- A. To ensure that illegal drugs and alcohol do not enter or affect the workplace, the City reserves the right to undertake reasonable searches of all vehicles, containers, lockers, or other items on City property in furtherance of this program. Individuals may be requested to display personal property for visual inspection.
- B. Searches for the purpose described herein will be conducted only where the City has reasonable suspicion that the employee has violated the City's Drug-Free Workplace Program, and that evidence of such misconduct may be found during the search. A substance abuse investigation report shall be completed within twenty-four (24) hours after any search conducted pursuant to this sub-section.
- C. Preventing a premises/vehicle search or refusing to display personal property for visual inspection pursuant to this section will be grounds for disciplinary action up to and including dismissal and/or denial of access to City premises.
- D. Searches of an employee's personal property will take place only in the employee's presence. All searches under this program will occur with the utmost discretion and consideration for the employee involved.
- E. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched except by law enforcement personnel having lawful authority to do so.
- F. Because the City's primary concern is for the safety of its employees, the public and their working environment, the City will not normally seek prosecution in matters involving mere possession of illegal substances

discovered solely as a result of a reasonable search under this section. However, the City will turn over all confiscated drugs and drug paraphernalia to the proper law enforcement authorities. Further, the City reserves the right to cooperate with or enlist the services of proper law enforcement authorities in the course of any investigation.

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

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

B. Arrests:

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

During the preliminary investigation, an employee may be placed on leave with pay, if applicable. After the preliminary investigation is completed, but in no event later than 15 days after the employee's department head learns of the arrest, normal personnel procedures shall be implemented.

## **XIII. CONFIDENTIALITY**

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

The provisions of §119.07 to the contrary notwithstanding:

- A. All information, interview, reports, statement, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under Chapter 440 Florida Statutes.
- B. Employers, laboratories, employee assistance programs, drug and alcohol rehabilitation programs, and their agents who receive or have access to information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal taken under this section, or unless deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:
  - 1. The name of the person who is authorized to obtain the information.
  - 2. The purpose of the disclosure.
  - 3. The precise information to be disclosed.
  - 4. The duration of the consent.
  - 5. The signature of the person authorizing release of the information.
- C. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant. Information released contrary to this section shall be inadmissible as evidence in any such criminal proceedings.
- D. Nothing herein shall be construed to prohibit the employer, agent of the employer, or laboratory conducting a drug test from having access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.



## **XIV. RECORDS AND TRAINING**

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

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

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

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

### **C. *General Records of the City***

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

### **D. *Drug Training Program***

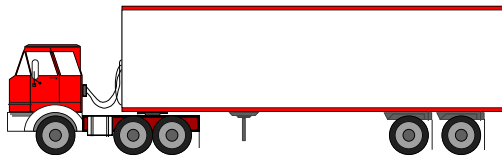
1. The City shall establish and maintain a Drug Training Program as required by Chapter 440 Florida Statutes. The Program shall, at a minimum, include the following:

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

**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.

# FMCSA



**DRUG TESTING UNDER  
RULES OF THE  
FEDERAL MOTOR  
CARRIER SAFETY  
ADMINISTRATION**

## ADDENDUM

### Drug Testing Under Rules of the Federal Motor Carrier Safety Administration

#### I. Introduction

A. The CITY is required under Federal Law to implement a drug and alcohol testing policy for certain commercial motor vehicle drivers. Drivers of commercial motor vehicles covered under this Addendum include:

- (1) Operators of commercial motor vehicles with a declared gross vehicle weight of 26,001 or more pounds, except RTS Bus (See 49 CFR Part 655) operators; or
- (2) Operators of commercial motor vehicles having declared gross vehicle weight of less than 26,000 pounds and who transport hazardous waste, hazardous substances, flammable cryogenic liquid, or hazardous materials and which vehicles are required to be placarded per 49 CFR Part 172, Subpart F.
- (3) Operators of a commercial motor vehicle designed to transport 16 or more passengers, including the driver, except RTS Bus (See 49 CFR, part 655).

B. Drivers who are covered under this Addendum are subject to the following rules in addition to the CITY's drug-free workplace policy. Employees and positions covered under this Addendum are described on a list on file in the Human Resources Department.

#### C. Definitions:

- (1) Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
- (2) Alcohol Use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
- (3) Commercial Motor Vehicle means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle -
  - (a) Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or

- (b) Has a gross vehicle weight rating of 26,001 or more pounds;  
or
  - (c) Is designed to transport 16 or more passengers, including the driver; or
  - (d) Is of any size and is used in the transportation of materials found to be hazardous for the purpose of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR, Part 172, Subpart F).
- (4) Driver: Means any employee of the CITY who operates a covered commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; or casual, intermittent or occasional drivers. Driver applicant means any person applying for a position which would require the ability to drive a covered commercial motor vehicle, including employees of the CITY seeking promotion or transfer to such a position.
- (5) Accident:
- (a) Except as provided in paragraph (b) of this subsection, the term “accident” means an occurrence involving a commercial motor vehicle resulting in:
    - (i) A fatality;
    - (ii) Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
    - (iii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.
  - (b) The term “accident” does not include:
    - (i) An occurrence involving only boarding and alighting from a stationary motor vehicle; or
    - (ii) An occurrence involving only the loading or unloading of cargo.

- (6) Disabling damage means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.
- (i) Inclusions. Damages to motor vehicles that could have been driven, but would have been further damaged if so driven.
  - (ii) Exclusions.
    - (a) Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
    - (b) Tire disablement without other damage even if no spare tire is available.
    - (c) Headlamp or taillight damage.
    - (d) Damage to turn signals, horn, or windshield wipers which makes them inoperative.
- (7) Drug or Alcohol test: Means a program that utilizes the procedures and protocols described in 49 CFR Part 40 to determine the existence of alcohol, marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP) in urine and breath specimens.
- (8) Drugs/Controlled Substances: Means marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP) and their metabolites.
- (9) Performing (a safety-sensitive function) means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.
- (10) Refusal to take or submit to a DOT drug test means: As an employee/applicant, you have refused a drug test if you:
- (a) Fail to appear for any test (except in the case of an applicant/pre-employment test) within a reasonable time, as determined by the employer, consistent with the applicable FMCSA regulations, after being directed to do so by the employer;
  - (b) Fail to remain at the testing site until testing process is completed; provided, that an applicant who leaves the testing

site before testing commences for a pre-employment test is not deemed to have refused a test;

- (c) Fail to provide a urine specimen for any drug test required by this part of FMCSA regulations; provided that an applicant who does not provide a urine specimen because he or she left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
- (d) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen;
- (e) Fail to provide a sufficient amount of urine when directed, and has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- (f) Fail or decline to take a second test the employer or collector has directed you to take;
- (g) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under 40.1939(d). In the case of a pre-employment test, the applicant is deemed to have refused to test on the basis only if the pre-employment test is conducted following a contingent offer of employment; or
- (h) Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process).
- (i) As an employee, if you refuse to take a drug test you incur the same consequences specified under FMCSA regulations for a violation of those regulations.
  - (1) As an employee when you refuse to take a non-DOT test or sign a non-DOT form, you have not refused to take a DOT test there are no consequences under FMCSA regulations for refusing to take a non-DOT test.
  - (2) Refusal to take an alcohol test means: As an employee/applicant you have refused to take a test if you:

- (a) Fail to appear for any test (except in the case of an applicant or a pre-employment test) within a reasonable time as determined by the employer, consistent with the applicable FMCSA regulations, after being directed to do so by the employer;
- (b) Fail to remain at the testing site until the process is complete: provided that an applicant who leaves the testing site before the pre-employment testing process commences for a pre-employment test is not deemed to have refused a test;
- (c) Fail to provide amount of saliva or breath for any alcohol test required by this part or FMCSA regulations; provided that an applicant who does not provide an adequate amount of breath or saliva because he or she has left the testing site before the process commences for a pre-employment test is not deemed to have refused a test;
- (d) Fail to provide a sufficient breath specimen, and the physician has determined through a required medical, that there was no adequate explanation for failure;
- (e) Fail to undergo a medical examination or evaluation, as directed by the employer as part of the insufficient breath procedures;
- (f) Fail to sign the certification at Step 2 of the ATF;
- (g) Fail to cooperate with any part of the testing process;
- (h) As an employee, if you refuse to take an alcohol test you incur the same consequences specified under FMCSA regulations for a violation of those regulations.
- (i) As an employee, when you refuse to take a non-DOT test or sign a non-DOT form, you have not refused to take a DOT test and there



are no consequences under FMCSA regulations for refusing to take a non-DOT test .

- (11) On Duty means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work.
- (12) Safety-Sensitive function means any of those on-duty functions set forth in 49 CFR § 395.2 - On-Duty time as follows:
  - (a) All times at a carrier or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
  - (b) All time inspecting equipment as described in 49 CFR § 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time. For example:
    - (i) Inspecting the following equipment:
      - service brakes, including trailer brake connections
      - parking (hand) brakes
      - steering mechanism
      - lighting devices and reflectors
      - tires
      - horns
      - windshield wipers
      - rear vision mirrors
      - coupling devices
      - fire extinguisher
      - spare fuses
      - warning devices for stopped vehicles, or
  - (c) All driving time which means all time spent at the driving controls of a commercial motor vehicle in operation;
  - (d) All time, other than driving time, in or upon any commercial motor vehicle;
  - (e) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;

- (f) All time spent performing the driver requirements of §§ 392.40 and 392.41 (stopping at scene) of 49 CFR relating to accidents;
- (g) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

(13) Substance Abuse Professional means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

## **II. PROHIBITIONS AND CONSEQUENCES**

### **A. Drug Use Prohibitions**

1. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver:
  - a. Uses any controlled substances; or
  - b. Tests positive for use of a drug; or
  - c. Refuses to be tested for use of drugs.
2. No driver shall be on duty and possess, be under the influence of, or use, any of the following drugs or other substances:
  - a. Any Schedule 1 controlled substance;
  - b. An amphetamine or any formulation thereof (including, but not limited, to “pep pills”, and “bennies”;
  - c. A narcotic drug or any derivative thereof; or
  - d. Any other substance, to a degree which renders the driver incapable of safely operating a motor vehicle.
3. Paragraphs (1)(a)(b) and (2)(b)(c) and (d) above do not apply to the possession or use of a substance administered to a driver by or under the instructions of a physician who has advised the driver that the substance will not affect the driver’s ability to safely operate a motor vehicle.

B. Alcohol Prohibitions

- (a) No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
- (b) No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
- (c) No driver shall use alcohol while on duty.
- (d) No driver shall perform safety-sensitive functions within four hours after using alcohol.
- (e) No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

C. Refuse to Submit

No driver shall refuse to submit to a post-accident alcohol or controlled substance test required under this Addendum, a random alcohol or controlled substances test required under this Addendum, a reasonable suspicion alcohol or controlled substances test required under this Addendum, or a follow-up alcohol or controlled substances test required under this Addendum.

D. Consequences

Any driver/employee or driver applicant who is presently employed by the City who violates any of the provisions of Subsections A through C of this Section or whose positive test for alcohol is at a result of 0.04 or greater or who otherwise violates the provisions of this Addendum will be removed immediately from safety sensitive functions and is subject to disciplinary action up to and including dismissal. Each driver and each driver applicant already employed by the City who engages in conduct prohibited by Section II A-C or who tests positive for alcohol at 0.04 or greater shall be evaluate by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use. Except as provided below, dismissals for a first offense will be considered an appropriate penalty absent mitigating circumstances. Driver applicants who are not already employed by the City will not be hired if they test positive for controlled substances or have any measured alcohol concentration or any detected presence of alcohol. In the event a driver submits to a random alcohol or controlled substances test, which tests positive (in the case of alcohol a concentration greater than 0.04) the driver may be allowed a one-time

opportunity to participate in an alcohol/drug rehabilitation program in accordance with the procedures described in 49 CFR 382.605, copy attached (which may include the City's EAP) approved by the City in lieu of being immediately dismissed based upon such test result. However, allowing the driver to participate in such program in lieu of being dismissed is conditioned upon the driver meeting the requirements set forth in paragraph XD of the City's Drug Free Workplace Program. Furthermore, such an opportunity will not be available to an employee who has previously participated in an alcohol/drug rehabilitation program as an alternative to dismissal. Drivers allowed the rehabilitation opportunity described herein may still receive disciplinary action short of dismissal in addition to required participation in the rehabilitation program. Participation in the treatment program, be it entirely voluntary, or pursuant to this subsection will not excuse additional violations of this Addendum, the City's Drug Free Workplace Program, work rules violations, improper conduct, or poor performance and the driver employee may be disciplined or dismissed for such offenses or failure to perform. Drivers who test positive for alcohol with a concentration of 0.02 or greater but less than 0.04 shall be immediately removed from performance of safety sensitive functions for the remainder of their shift and that of the entire next scheduled shift if the next scheduled shift would begin in less than twenty four (24) hours after the test. If the driver is suspended, vacation or sick leave may be used in lieu of being in a no pay status. Use of vacation with respect to this section {II (D)} will be granted on a one time basis; up to a maximum of two (2) shifts. The driver may be subject to additional disciplinary action. In the event that the City requires the employee's presence at the collection site outside normal working hours as part of the testing process and the employee passes the drug/alcohol test, such required time outside after normal working hours shall be considered actual time worked for the purpose of Section 13.4 of the CWA labor agreement, of applicable.

### **III. TESTS REQUIRED**

#### **A. Pre-employment Testing**

All driver applicants the CITY intends to employ must be tested for the use of controlled substances.

#### **B. Post-accident Testing**

1. All drivers who were performing safety sensitive functions at the time of an accident involving loss of human life or who are involved in an accident as defined in 1.(c).(5) and who receive a citation for a moving traffic violation arising from the accident shall submit to breath alcohol test within (2) hours following the accident but no longer than eight (8) hours following the accident and shall provide a urine sample to be tested for the presence of controlled substances as soon as possible, but no later than 32 hours, after such accident.

2. All drivers involved in an accident shall inform their management representative or other appropriate CITY official as soon as possible following such accident unless medically unable to do so. A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the City to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention of injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care. Through this Addendum the CITY is providing drivers with necessary information and procedures regarding their obligation to provide specimens under this section.
3. The results of a breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to applicable Federal, State, or local requirements, and that the result of the tests are obtained by the City.

C. Random Testing

1. (a) Except as provided in paragraph 2 of this section, the minimum annual percentage rate for random alcohol testing shall be 25 percent of the average number of driver positions.  
(b) The minimum annual percentage rate for random controlled substances testing shall be 50 percent of the average number of driver positions.
2. Any new minimum annual percentage rate for random alcohol testing will be applicable starting January 1 of the calendar year following publication of such in the Federal Register by the FHWA.
3. The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as random number table or computer-based random number generator that is matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.
4. Random alcohol and controlled substances tests conducted under this Addendum shall be unannounced and that the dates for administering

random alcohol and controlled substances tests are spread reasonably throughout the calendar year.

5. Each driver who is notified of selection for random alcohol and/or controlled substances testing shall make himself available at the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and make himself available at the testing site as soon as possible.
6. A driver shall only be randomly tested for alcohol while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

D. Reasonable Suspicion Testing

1. A driver is required to submit to an alcohol test when the City has reasonable suspicion to believe that the driver has violated the prohibitions of Section II concerning alcohol, except in the case of mere possession. The City's determination that reasonable suspicion exists to require the driver to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver.
2. A driver is required to submit to a controlled substances test when the City has reasonable suspicion to believe that the driver has violated the prohibitions of Section II concerning controlled substances. The City's determination that reasonable suspicion exists to require the driver to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances. For a more detailed description of observations and indicators, see Section VII B2 of the City's Drug Free Workplace Program.
3. The required observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or management official who is appropriately trained. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the driver.
4. Alcohol testing is authorized by this section only if the observations required by paragraph 1 of this section are made during, just preceding, or just after the period of the work day that the driver is required to be in compliance with this Addendum. A driver may be directed by the City to only undergo reasonable suspicion alcohol testing while the driver is

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

5. Notwithstanding the absence of a reasonable suspicion alcohol test under this section, no driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, not shall the driver perform or continue to perform safety-sensitive functions, until:
  - (a) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
  - (b) Twenty-four hours have elapsed following the determination under paragraph 1 of this section that there is reasonable suspicion to believe that the driver has violated the prohibitions of this Addendum concerning the use of alcohol.
6. A written record shall be made of the observations leading to a controlled substance reasonable suspicion test, and signed by the supervisory management official who made the observations, within 24 hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.

E. Return to Duty and Follow-up Testing

1. Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by Section II of this Addendum concerning alcohol, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.
2. Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by subpart II of this Addendum concerning controlled substances, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances.
3. In the event that a driver is allowed to return to duty/work after engaging in conduct prohibited by Section II of this Addendum and has been determined to be in need of assistance in resolving problems associated with alcohol misuse and/or the use of controlled substances, the driver will be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional consisting of at least six tests in the first twelve months following the driver's return to

duty/work, but shall not exceed sixty months from the date of the driver's return to duty/work. Follow-up alcohol testing conducted pursuant to this Addendum shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

#### **IV. TESTING PROCEDURES**

Testing procedures for alcohol and drug tests required by this Addendum shall be in conformance with 49 CFR Part 40, a copy of which is attached hereto, except as modified by this Addendum. A summary of 49 CFR Part 40, prepared by J.J. Keller and Associates is available for review (but not copying since this is copyrighted material) at the Human Resources Department. The list of the drivers/classifications covered by this Addendum is attached hereto and on file at the Human Resources Department. The Human Resources Director is the City official designated to answer questions about the testing procedures as well as any other matter covered in this Addendum.

#### **V. HANDLING OF TEST RESULTS, AND CONFIDENTIALITY**

A. Handling of test results and confidentiality shall be in conformance with 49 CFR Part 40 except as modified below.

- (1) Except as required by law or expressly authorized or required in this section, the City shall not release driver information that is contained in records required to be maintained under 49 CFR § 382.401.
- (2) A driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests. The City shall promptly provide the records requested by the driver. Access to a driver's records shall not be contingent upon payment for records other than those specifically requested.
- (3) The City shall release information regarding a driver's records as directed by the specific, written consent of the driver authorizing release of the information to an identified person. Release of such information is permitted only in accordance with the terms of the employee's consent.
- (4) Records shall be made available to a subsequent employer upon receipt of a written request from a driver.
- (5) The City may disclose information required to be maintained under 49 CFR 382 pertaining to a driver and driver applicant, the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of such



individuals, and arising from the results of an alcohol and/or controlled substance test administered under this part, or from the employer's determination that the driver engaged in conduct prohibited by Section II of this Addendum (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the driver.)

- (6) The City shall permit access to all facilities utilized in complying with the requirement of this part to the secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the employer or any of its drivers.
- (7) The City shall make available copies of all results for City alcohol and/or controlled substances testing conducted under this Addendum and any other information pertaining to this alcohol misuse and/or controlled substances use prevention program, when requested by the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the employer or any of its drivers.
- (8) When requested by the National Transportation Safety Board as part of an accident investigation, City shall disclose information related to its' administration of a post-accident alcohol and/or controlled substance test administered following the accident under investigation.

B. Controlled Substances - Medical Review Officer Notifications to the City, Notification by the City to Driver Applicant/Driver

- (1) The medical review officer may report to the City using any communications device, but in all instances a signed, written notification must be forwarded to the City within a reasonable amount of time pursuant to 49 CFR 40.
  - (A) That the controlled substances test being reported was in accordance with 49 CFR 40 and 382.
  - (B) The name of the individuals for whom the test results are being reported;
  - (C) The type of test indicated on the custody and control form (i.e. random, post-accident, etc.);
  - (D) The date and location of the test collection;
  - (E) The identities of the person or entities performing the collection, analysis of the specimens and serving as the medical review officer for the specific test;

- (F) The verified results of a controlled substances test, either positive or negative, and if positive, the identity of the controlled substance(s) for which the test was verified positive.
- (2) A designated management official shall make reasonable efforts to contact and request each driver/driver applicant who submitted a specimen under the employer's program, regardless of the driver's employment status, to contact and discuss the results of the controlled substances test with a medical review officer who has been unable to contact the driver. See also 49 CFR 40.33.
- (3) A designated management official shall immediately notify the medical review officer that the driver/driver applicant has been notified to contact the medical review officer within 24 hours. See also 49 CFR 40.33.
- (4) A medical review officer shall report to the City that the medical review officer has made all reasonable efforts to contact the driver/driver applicant as provided in 49 CFR §40.33(c). The City shall, as soon as practicable, request that the driver/driver applicant contact the medical review officer prior to dispatching the driver or within 24 hours, whichever is earlier. See subsection (2) above and 49 CFR 40.33.
- (5) The City shall notify a driver/applicant of the results of a pre-employment controlled substance test conducted under this part, if the driver/applicant requests such results within 60 calendar days of being notified of the disposition of the employment application. The City shall notify a driver of the results of random, reasonable suspicion and post-accident tests for controlled substances conducted under this part if the test results are verified positive. The city shall also inform the individual which controlled substance or substances were verified as positive.

C. Medical Review Officer Record of Retention for Controlled Substances

- (1) A medical review officer shall maintain all dated records and notifications, identified by individual, for a minimum of five years for verified positive controlled substances test results.
- (2) A medical review officer shall maintain all dated records and notifications, identified by individual, for a minimum of one year for negative and canceled controlled substances test results.
- (3) No person may obtain the individual controlled substances test results retained by a medical review officer, and no medical review officer shall release the individual controlled substances test results of any driver to any person, without first obtaining a specific, written authorization from the tested driver/driver applicant. Nothing in this paragraph shall prohibit a

medical review officer from releasing, to the City or local officials of the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the controlled substances testing program under this part, the information delineated in B(1) of this section.

D. Notification of Alcohol Test Results

In accordance with the provisions of 49 CFR Part 40, the results of both the screening and confirmation of breath alcohol test are displayed to the individual being tested immediately after the tests. The breath alcohol technician transmits the results to the City in a confidential manner, in writing, in person, or by telephone or electronic means. For more information, see 49 CFR Part 40, Subpart (c).

VI. **ALCOHOL AND DRUG EFFECTS, SYMPTOMS, AND INTERVENTION METHODS**

1. Symptoms and Effects of Alcohol

Alcohol or drug problems usually manifest themselves in an employee's work performance, behavior, and appearance. Some of the warning signs of any substance abuse are:

- Excessive absenteeism (especially after weekends and holidays)
- Frequent need to borrow money
- Avoidance of supervisors
- Lack of concentration or decreased productivity after lunch or breaks
- Unsatisfactory work performance
- Drastic weight changes
- Bloodshot eyes, runny nose
- Deterioration in personal grooming and hygiene
- Agitation, rapid or slurred speech, dilated pupils
- Pattern of accidents
- Wearing of sunglasses and long-sleeved shirts at inappropriate times.

a. Effects of Alcohol Use:

The chronic use of alcohol [three servings per day of beer (12 ounces), whiskey (1 ounce) or wine (6 ounces)] may result in the following:

(i) Effects on Health:

Dependency

Kidney disease  
Ulcers  
Fatal liver diseases  
Alcohol Related Birth Defects  
Inflammation of the heart muscle  
Permanent brain damage

(ii) Effects on Work:

Slows down physical responses  
Progressively impairs mental functions  
Slowed reaction times  
More than 6 times more likely to have an accident  
Confusion  
Loss of memory, judgment and learning ability  
Permanent brain damage

(iii) Effects on Personal Life:

Separation and divorce rate is 7 times the average  
Two-thirds of all Americans will be involved in an alcohol-related vehicle accident  
15 times more likely to commit suicide  
Permanent brain damage

b. Signs and Symptoms of Alcohol Use

Odor of alcohol on breath  
Lack of coordination  
Slurred speech  
Sleepy or stuporous condition  
Dulled mental process  
(except for odor, these are sign and symptoms of any depressant substance)

2. Symptoms and Effects of Drug Abuse

a. Effects of Drug Abuse on Work, Health, and Personal Life

(i) Marijuana

Irritation to the lungs  
Cancer  
Delayed decision making  
Impaired short-term memory  
Impaired signal detection (risk for users operating machinery)  
Long-term effect on performance

- (ii) Cocaine  
 Strong psychological dependency  
 Strokes and heart attacks  
 Death  
 Paranoia and withdrawal causing unpredictable and violent behavior
- (iii) Opiates  
 High risk for contracting hepatitis and AIDS due to sharing needles  
 Increased pain tolerance - failure to seek medical attention  
 Higher risk for accident caused by mental clouding and drowsiness  
 Financial problems
- (iv) Amphetamines  
 Heart and brain damage  
 Heart attack and stroke  
 Withdrawal may cause severe physical and mental depression  
 Toxic psychosis - resembles schizophrenia
- (v) Phencyclidine (PCP)  
 Irreversible memory loss  
 Personality changes  
 Thought disorders  
 Death  
 Suicidal tendencies and mental dysfunction  
 Acute toxicity - possibly causing combativeness, catatonia, convulsions and coma

b. Signs and Symptoms of Drug Abuse

- (i) Marijuana  
 Reddened eyes  
 Distinctive odor on clothing  
 Chronic fatigue and lack of motivation  
 Chronic sore throat
- (ii) Cocaine  
 Financial problems  
 runny or irritated nose  
 Difficulty in concentration  
 Secretive behaviors, frequent non-business visitors, delivered packages, phone calls  
 Wide mood swings - unusual defensiveness, anxiety,

agitation  
Insomnia  
Talkativeness  
Forgetfulness, absenteeism, tardiness and missed assignments

- (iii) Opiates  
Mood changes  
Nausea, vomiting, and constipation  
Impaired mental functioning and alertness  
Depression  
Fatigue
- (iv) Amphetamines  
Increased heart rate and pupils  
Confusion, panic  
Inability to concentrate  
Profuse sweating
- (v) Phencyclidine (PCP)  
Extreme mood shift  
Muscle rigidity  
Jerky eye movements  
Confusion and agitation  
Dizziness

### 3. Intervention Methods

- (a) Employees may be referred by management or employees may personally seek assistance for help in combating alcohol and/or controlled substance abuse from the City's EAP or other community resources. The name of the City's EAP can be obtained from Employee Health Services. Information about a self-referred employee's contact with the EAP is confidential and will not be disseminated without the employee's permission. See Article X of the City's Drug Free Workplace Program and Personnel Policy No. 21 for additional information regarding the City's EAP.
- (b) Participation in an employee assistance program or a drug rehabilitation program or other community assistance program shall be paid for to the extent authorized under the City's Health Insurance Program, whether the particular program is selected by the employee or the City. Information regarding the City's Health Insurance Program can be obtained from the Risk Management.

- (c) The following is a list of drug and alcohol treatment programs within the Alachua and Marion County areas. The City does not recommend or endorse any of the programs. This list is provided for information only.

**Alachua and Marion County  
Drug and Alcohol Treatment Programs  
and Employee Assistance Programs  
Non-Blue Cross and Blue Shield Providers**

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Charter Springs Hospital Inc. & Charter Counseling Center	2631 NW 41st Street Suite E-5, Foxbridge III Gainesville, FL 32606	(352) 371-2335
Mental Health Center, Inc. of North Florida	4300 SW 13th Street Gainesville, FL 32608	(352) 374-5600
Sid Martin Bridge House	4400 SW 13th Street Gainesville, FL 32608	(352) 374-5615 (800) 330-5616
Alachua Associates	3601 SW 2nd Avenue, Suite V Gainesville, FL 32607	(352) 335-4004
Charter Springs Hospital, Inc.	3130 SW 27th Avenue Ocala, FL 32674	(352) 237-7293
Fountain Ctr. of Ocala. Forest, Inc	25011 NE County Hwy. 314 Salt Springs, FL 32134	(352) 685-1010 (800) 762-3707
Marion-Citrus Mental Health Centers	717 SW Martin Luther King Jr. Ave. Ocala, FL 32674	(352) 629-8893
VA Hospital	1601 SW Archer Road Gainesville, FL 32608	(352) 376-1611



**Alachua and Marion County  
Drug and Alcohol Treatment Programs  
and Employee Assistance Programs  
Blue Cross and Blue Shield Service Providers**

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Clinical Psychology Associates of North Central Florida (EAP for employee and covered family members)	2121 NW 40th Terrace Gainesville, FL 32605	(352) 336-2888
City of Gainesville Employee Assistance Program (For City employees and covered family members)	3221 NW 13th Street Suite D-1 Gainesville, FL 32609	(352) 375-1414
Community Behavioral Service	1212 NW 12th Avenue Gainesville, FL 32601	(352) 372-6645
Corner Drug Store of Gainesville (CDS), Inc.	1300 NW 6th Street Gainesville, FL 32601	(352) 378-1588
Vista Pavilion	8900 NW 39th Avenue Gainesville, FL 32606	(352) 338-0097
Quad County Treatment Center	913 E Silver Springs Blvd Ocala, FL 34470	(352) 732-6565

I hereby acknowledge receipt of Drug and Alcohol  
Testing Information titled:

## ADDENDUM

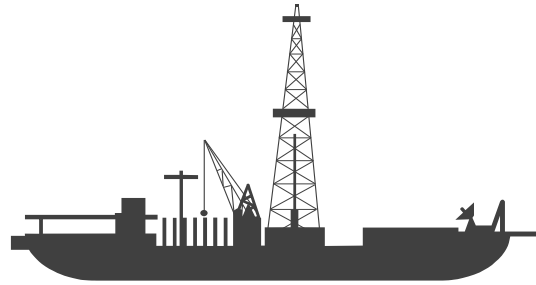
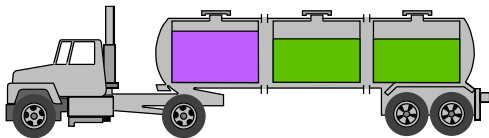
Drug Testing Under Rules of the Federal Motor  
Carrier Safety Administration.

Name (please print) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# PHMSA



## PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

# PHMSA DRUG AND ALCOHOL TESTING PROGRAM

## SUBPART A - ANTI-DRUG PROGRAM

### POLICY STATEMENT

The purpose of this subpart is to establish procedures for the administration of the Department of Transportation (DOT) anti-drug program pursuant to the Pipeline Safety Regulations, Code of Federal Regulations, Title 49 (49 CFR), Part 199, as amended or superseded, which, in turn, incorporates DOT Procedures for Transportation Workplace Drug Testing Programs, 49 CFR Part 40. Part 199 requires operators of gas systems to have an anti-drug program for persons who perform on these facilities operating, maintenance, or emergency-response functions covered by the DOT Pipeline Safety Standards in 49 CFR Part 192.

Any job applicant applying for a position covered in this policy who refuses or fails a pre-employment drug test will not be hired for the covered position. Any employee covered by this policy who refuses or fails a drug test will immediately be removed from duty. Any employee covered by this policy who refuses or fails a drug test may receive disciplinary action, up to and including termination.

### INTRODUCTION

Unless the context clearly indicates otherwise, words and phrases utilized in this policy shall be defined and utilized as similar phrases are used in 49 CFR Part 40 and 49 CFR Part 191 and 199, as may be amended from time to time. In particular, the anti-drug program described herein shall utilize the concepts set forth in 49 CFR 191.3, 199.3, dealing with “accident,” “DOT procedures,” “fail a drug test,” and “prohibited drug.”

### PROCEDURE

#### 1. Employee Categories

- (a) Testing Program--Covered employee means a person who performs on a pipeline or at an LNG facility an operation, maintenance, or emergency-response function regulated by 49 CFR Parts 192, 193 or 195.
- (b) Drug Free Workplace Training (DFWP) —Individuals supervising or managing covered employees as described above shall receive DFWP training for detecting symptoms of drug use.:

#### 2. Types of Drug Testing

Employees/applicants subject to this drug testing program are required to be tested under the following circumstances:

(a) Pre-employment Testing

- (1) A pre-employment drug test will be conducted when an individual is offered employment in a position covered in this policy.
- (2) A pre-employment drug test will be conducted when a current employee transfers from a position not covered by this policy into a covered position.
- (3) Only applicants who are offered a position covered by this policy will be drug tested before being employed in a covered position. Pre-employment job applicants who test positive will not be hired. A valid negative test must be obtained. Employees transferring into a position requiring drug testing who test positive do have the right to have their split sample tested. Employees who fail a drug test will not be hired for the position requiring drug testing and are subject to disciplinary action up to and including dismissal.
- (4) An employee who transfers from one position covered by this policy to another covered by this policy does not require pre-employment drug testing.

(b) Random Testing

- (1) All employees working in a position covered by this policy are subject to unannounced drug testing based on random selection. This includes temporary employees performing work in a covered position.
- (2) The City will test at minimum the rate established by the Department of Transportation (DOT) or any other agency having jurisdiction over employees covered by this policy and the comparable CWA PHMSA Anti-Drug policy every twelve (12) months, divided on the basis set forth in paragraph six (6) below. All covered employees will be subject to be randomly picked for drug testing at each random testing date. A person may be randomly picked more than once or not picked at all during the annual period.
- (3) To assure that the selection process is random, all employees covered by this policy and the comparable CWA PHMSA Anti-Drug policy will be placed in a common pool. All permanent and temporary covered employees will be in this pool.
- (4) The random selection of employees will be determined using either a random number table or a computer-based number generator that is matched with the employee number.
- (5) The selection procedure will select sufficient additional numbers to be used to reach the appropriate testing level during the year.

- (6) Each month the department will drug test approximately 1/24 of the total number of employees in the pool at that time. The testing schedule will be determined each month by either Employee Health Services or the MRO.
  - (7) An employee who fails a random drug test will be allowed a one-time opportunity for rehabilitation using a Substance Abuse Professional.
- (c) Post-accident Testing
- (1) An “accident” on a gas pipeline or LNG facility is defined as an “incident” in 49 CFR, Section 191.3.
  - (2) Employees working in positions covered by this policy whose performance either contributed to an accident or cannot be completely discounted as a contributing factor to the accident will be drug tested.
  - (3) The employee will be tested as soon as possible, but no later than 32 hours after the accident. Because certain drugs or drug metabolites do not remain in the body for extended periods of time, testing should be as soon as possible.
  - (4) All reasonable steps will be taken to obtain a urine sample from an employee after an accident. In case of a conscious but hospitalized employee, the hospital or medical facility will be requested to obtain a sample and, if necessary, reference will be made to the DOT drug testing requirements.
  - (5) If an employee who is subject to post-accident testing is conscious, able to urinate normally (in the opinion of a medical professional) and refuses to be tested, that employee will be terminated.
- (d) Reasonable Cause Testing
- (1) When there is reasonable cause to believe that an employee covered by this policy is using a prohibited drug, the employee will be required to take a drug test.
  - (2) Two supervisors/managers from the department must agree to test an employee for reasonable cause. The supervisors/managers must be EAP trained in the symptoms of drug use.
  - (3) A decision to test must be based on specific contemporaneous physical, behavioral, or performance indicators of probable drug use. Examples of this are evidence of repeated errors on the job; regulatory, City, or department rule violations; or unsatisfactory time and attendance patterns; coupled with a specific contemporaneous event that indicates probable drug use.

- (4) Employees whose test results are negative will be allowed to return to work without loss of pay or benefits.
- (e) Return to Duty and Follow-up Testing
  - (1) Return to duty testing. An employee who refuses to take or does not pass a drug test may not return to duty until the employee has been referred to a Substance Abuse Professional who shall determine the necessary treatment program and the return to duty and follow up testing requirement.. The requirement is for a negative test prior to returning to work and at least 6 follow up tests in the first 12 months following the employees return to duty. In addition, follow-up testing may include testing for up to 60 months as prescribed by the SAP.
  - (2) The time period for follow-up testing will not be more than 60 months. A reasonable minimum is 12 months. This period will be determined by the MRO/SAP.
  - (3) Follow-up testing will be conducted at daily, weekly, monthly or other basis at the discretion of the MRO/SAP.

### 3. Testing Procedures

- (a) Drug testing will be performed utilizing urine samples.
- (b) Tests for marijuana, cocaine, opiates, amphetamines, and phencyclidine will be performed.
- (c) An applicant who is offered a position covered by this policy will be required to report to the drug testing collection site specified in Section 6 of this policy within 24 hours of the job offer and provide a specimen of his/her urine.
- (d) Upon notification that a drug test is required, an employee will report within a reasonable amount of time after notification to the drug collection site and provide a specimen of his/her urine.
- (e) Refusal to take or submit to a DOT drug test means: As an employee/applicant, you have refused a drug test if you:
  - (1) Fail to appear for any test (except in the case of an applicant/pre-employment test) within a reasonable time, as determined by your employer, consistent with PHMSA regulations, after being directed to do so by the employer;
  - (2) Fail to remain at the testing site until testing process is completed; provided, that an applicant who leaves the testing site before testing commences for a pre-employment test is not deemed to have refused a test:

- (3) Fail to provide a urine specimen for any drug test required by this part of PHMSA regulations; provided that an applicant who does not provide a urine specimen because he or she left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
- (4) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen;
- (5) Fail to provide a sufficient amount of urine when directed, and has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- (6) Fail or decline to take a second test the employer or collector has directed you to take;
- (7) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under 40.1930(d). In the case of a pre-employment test, the applicant is deemed to have refused to test on the basis only if the pre-employment test is conducted following a contingent offer of employment; or
- (8) Fail to cooperate with any part of the testing process (e.g. refuse to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process).
- (9) As an employee, if you refuse to take a drug test you incur the same consequences specified under PHMSA regulations for a violation of those regulations.
  - a. As an employee when you refuse to take a non-DOT test or sign a non-DOT form, you have not refused to take a DOT test there are no consequences under PHMSA regulations for refusing to take a non DOT test.
  - b. Refusal to take an alcohol test means: As an employee applicant you have refused to take a test if you:
    - i. Fail to appear for any test (except in the case of an applicant or a pre-employment test) within a reasonable time as determined by the employer, consistent with the applicable PHMSA regulations, after being directed to do so by the employer:
    - ii. Fail to remain at the testing site until the process is complete: provided that an applicant



who leaves the testing site before the pre-employment testing process commences for a pre-employment test is not deemed to have refused to test;

- iii. Fail to provide amount of saliva or breath for any alcohol test required by this part or PHMSA regulations; provided that an applicant who does not provide an adequate amount of breath or saliva because he or she has left the testing site before the process commences for a pre-employment test is not deemed to have refused a test;
  - iv. Fail to provide sufficient breath specimen and the physician has determined through a required medical evaluation, that there is no adequate explanation for failure;
  - v. Fail to undergo a medical examination or evaluation, as directed by the employer as part of the insufficient breath procedures;
  - vi. Fail to sign the certification at Step 2 of ATF;
  - vii. Fail to cooperate with any part of the process;
  - viii. As an employee, if you refuse to take an alcohol test you incur the same consequences specified under PHMSA regulations for a violation of those regulations.
  - ix. As an employee, when you refuse to take a non-DOT form, you have not refused to take a DOT test and there are no consequences under PHMSA regulations for refusing to take a non-DOT test.
- (f) The collection agency shall adhere to all requirements outlined in 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs utilizing the split sample method of collection.

#### 4. Medical Review Officer (MRO)

- (a) The name, address and phone number of the MRO for this policy is on file at Health Services.

NOTE: The MRO must be a licensed physician, with knowledge of drug abuse disorders. Reference U.S. Department of Health and Human Services Medical Review Officer Manual.

- (b) The MRO shall adhere to all requirements of 49 CFR Part 40 and 49 CFR 199.15, utilizing the split sample method.
- (c) The following is a general listing of the MRO's responsibilities.
  - (1) Receive positive confirmed results from laboratory.
  - (2) Request, if needed, a quantitative description of test results.
  - (3) Receive a certified copy of the original chain of custody.
  - (4) Review and interpret positive test results.
  - (5) Inform the tested individual and provide test results.
  - (6) Offer to conduct a medical interview with the tested individual.
  - (7) Review the individual's medical history or any other relevant biomedical factors.
  - (8) Give the individual an opportunity to discuss test results.
  - (9) Order an analysis of the split sample in a certified laboratory, if necessary.
  - (10) Consult with others if question of accuracy arises. Consistent with Part 10--Confidentiality.
  - (11) Consult with laboratory officials.
  - (12) Not confirm urinalysis results that do not comply with the Mandatory Guidelines.
  - (13) Not declare as positive an opiate-positive urine test without "clinical evidence."
  - (14) Determine whether a result is scientifically sufficient.
  - (15) Determine whether and when an employee who refused to take or did not pass a drug test administered under DOT procedures may be returned to duty.
  - (16) Determine whether a result is consistent with legal drug use.
  - (17) Advise Health Services of verified positive results.
  - (18) Maintain the required records to administer this program.

(Note: For additional details of responsibilities, see the U.S. Department of Health and Human Services (DHHS) Medical Review Officer Manual.)

5. Testing Laboratory

- (a) The testing laboratory for this policy is currently Doctors Laboratory, Inc. This laboratory may be changed in the future to another City-approved facility, providing advance notification is given.
- (b) The testing laboratory will comply with all methods and procedures of 49 CFR Part 40 and 49 CFR 199.13 and 199.17, utilizing split sample methods, and will provide annual reports to the City showing compliance.

6. Collection Agency

- (a) The collection agency for this policy is Doctors Laboratory, Inc. This collection agency may be changed in the future to another City-approved facility, provided advance notification is given.
- (b) The collection agency will comply with all methods and procedures of 49 CFR Part 40, utilizing the split sample method of collection, and will provide annual reports to the City showing compliance.

7. Employee Assistance Program (EAP)

- (a) Education--Every employee covered by this policy will receive the following drug use education.
  - (1) Drug information will be periodically distributed and displayed in the work areas.
  - (2) A copy of this policy will be given to each employee and displayed in the work area.
  - (3) The hot-line telephone number for employee assistance will be given to each employee and displayed in the work area.
- (b) Training--Every supervisor covered by this policy who will determine whether an employee must be drug tested based on reasonable cause, will receive the following drug use training:
  - (1) A 1-hour (minimum) training period on the specific, contemporaneous physical, behavioral, and performance indicators of probable drug use.
- (c) The City regards its employees as its most important asset. Accordingly, the City maintains an EAP which provides help to employees who suffer from alcohol or drug abuse and other personal or emotional problems. Employees with such problems should seek confidential assistance from the EAP or other community resources before drug or alcohol problems lead to disciplinary action. Employees may contact Employee Health Services for the name of the City's EAP. Information about a self-referred employee's contact with the EAP is confidential and will not be disseminated without the employee's permission. Further, an employee is not subject to discipline solely as a result of a self-referral for

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

8. Discipline, Discharge, Return to Duty

- (a) Upon the City's receipt of a positive test result, an employee in a covered position shall be suspended with pay for five (5) working days or until the MRO determines whether or not a legitimate medical explanation exists for the confirmed positive test result. Employees must cooperate fully with the MRO. Failure to meet with the MRO upon his/her request, or to promptly provide requested information will result in the Employee immediately being placed upon suspension without pay, and may result in termination and discharge.
- (b) An employee who fails a random drug test will be allowed a one-time opportunity to participate in an Alcohol/Drug Rehabilitation Program or the City of Gainesville Employee Assistance Program (EAP) or other approved program as determined by the SAP, in lieu of being immediately discharged based upon such failure. Provided further, however, that allowing the Employee to participate in such program in lieu of being discharged is conditioned upon the Employee's execution of a written agreement describing his/her obligations under the program. Furthermore, such an opportunity will not be available to an employee who has previously participated in an Alcohol/Drug rehabilitation program, the City's EAP, or other approved similar program, as an alternative to discharge. Finally, employees allowed the rehabilitation opportunity described herein may still receive disciplinary action short of discharge in conjunction with the rehabilitation program.
- (c) Except as provided above, a covered employee's refusal to take or failure to pass a drug test is JUST CAUSE for dismissal.
- (d) Participation in a treatment program, be it entirely voluntary or pursuant to Section b, above, will not excuse work rule violations or poor performance and an employee may be disciplined or discharged for such offenses or failure to perform.

9. Record Keeping

- (a) The City will keep the following records for the period specified. The records described in subsections (1), (3), (4), and (5) below will be maintained in Employee Health Services. The records described in subsection (2) shall be maintained by the MRO.
  - (1) Records that demonstrate the collection process conforms to Part 199 will be kept for a minimum of 3 years.
  - (2) Records of drug test results that show employees or applicants who failed a drug test, and the type of test failed and records that

demonstrate employee rehabilitation, if any, will be kept for a minimum of 5 years, and as to employee records include the following information:

- (i) The functions performed by each employee who fails the drug test.
  - (ii) The prohibited drugs which were used by each employee who fails the drug test.
  - (iii) The disposition of each employee who fails the drug test (e.g. termination, rehabilitation, leave without pay, etc.)
- (3) Records of employee drug test results that show employees passed a drug test will be kept for a minimum of 1 year.
  - (4) A record of the number of employees tested by type of test (e.g., post-accident) will be kept for a minimum of 5 years.
  - (5) Records confirming that supervisors and employees have been trained as required by this policy will be kept for a minimum of 3 years. Training records will include copies of all training materials.

10. Confidentiality

- (a) Each individual's record of testing and results under this policy will be maintained private and confidential to the extent allowed by law. With the exception of the testing laboratory, MRO, designated manager, and the Employee Health Services representative, and, if necessary, as part of a judicial or administrative proceeding, or upon request of PHMSA or State agency officials as part of an accident investigation, the results of individual drug tests will not be released to anyone without the expressed written authorization of the individual tested. Prior to testing, the individual will be informed about who will receive test data (e.g., testing laboratory, MRO, Human Resources Director).
- (b) All written records will be stored in locked containers or in a secure location with access available only by the individuals listed above.
- (c) To the extent allowed by law, unless an employee gives his or her written consent, the employee's drug testing and/or rehabilitation records will not be released to a subsequent employer.



## PHMSA DRUG AND ALCOHOL TESTING PROGRAM

### SUBPART B - ALCOHOL MISUSE PREVENTION PROGRAM

#### 1. Purpose

The purpose of this subpart is to establish programs designed to help prevent accidents and injuries resulting from the misuse of alcohol by employees who perform covered functions for operators of certain pipeline facilities.

#### 2. Definitions

As used in this subpart:

*Accident* means an incident reportable under 49 CFR Part 191, involving gas pipeline facilities or LNG facilities, or an accident reportable under 49 CFR Part 195, involving hazardous liquid or carbon dioxide pipeline facilities.

*Alcohol* means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol.

*Alcohol concentration (or content)* means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this subpart.

*Alcohol use* means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

*Confirmation test* means a second test, following a screening test with a result 0.02 or greater, that provides quantitative data of alcohol concentration.

*Covered employee* means a person who performs on a pipeline or at an LNG facility an operation, maintenance, or emergency-response function regulated by 49 CFR Parts 192, 193, or 195. *Covered employee* and *individual to be tested* have the same meaning for the purposes of this subpart. The term covered employee does not include clerical, truck driving, accounting, or other functions not subject to 49 CFR Parts 192, 193 or 195.

*Covered function (safety-sensitive function)* means an operation, maintenance, or emergency-response function that is performed on a pipeline or LNG facility and the function is regulated by 49 CFR Parts 192, 193, or 195, including, but not limited to, activities and operations described and dealt with in subparts F, H, L and M of 49 CFR Part 192.

*On duty* means all times from the time a covered employee begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work.

*Performing (a covered function):* An employee is considered to be performing a covered function (safety-sensitive function) during any period in which he or she is actually performing, reading to perform, or immediately available to perform such covered functions.

*Refuse to submit (to an alcohol test)* means that a covered employee fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement to be tested in accordance with the provisions of this subpart, or engages in conduct that clearly obstructs the testing process.

*Screening test* means an analytical procedure to determine whether a covered employee may have a prohibited concentration of alcohol in his or her system.

*Substance abuse professional* means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of an clinical experience in the diagnosis and treatment of alcohol-related disorders.

### 3. Alcohol Prohibitions

- (a) No covered employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
- (b) No covered employee shall be on duty or perform a covered function while the covered employee possesses alcohol.
- (c) No covered employee shall use alcohol while on duty.
- (d) No covered employee shall perform safety-sensitive functions within four hours after using alcohol, or if called out, within the time period after the covered employee has been ordered to report to work.
- (e) No covered employee who would be required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

### 4. Refuse to Submit

No covered employee shall refuse to submit to a post-accident alcohol test required under this subpart, a reasonable suspicion alcohol test required under



this subpart, a return to duty alcohol test, or a follow-up alcohol/drug test required under this subpart.

5. Consequences

Any covered employee who violates any of the provisions of Subsections 3 or 4 of this subpart or whose positive test for alcohol is at a result of 0.04 or greater or who otherwise violates the provisions of this subpart will be removed immediately from safety sensitive functions and is subject to disciplinary action up to and including dismissal. Each covered employee who engages in conduct prohibited by subsection 3 or 4 or who tests positive for alcohol at 0.04 or greater shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse. Dismissals for a first offense will be considered an appropriate penalty absent mitigating circumstances. Covered employees who test positive for alcohol with a concentration of 0.02 or greater but less than 0.04 shall be immediately removed from performance of safety sensitive functions for the remainder of their shift and that of the entire next scheduled shift if the next scheduled shift would begin in less than twenty four (24) hours after the test.

If the covered employee is suspended, vacation or sick leave may be used in lieu of being in a no pay status. Use of vacation with respect to this section (5) will be granted on a one time basis; up to a maximum of two (2) shifts. The covered employee may be subject to additional disciplinary action.

In the event that the City requires the employee's presence at the collection site outside normal working hours as part of the testing process and the employee passes the drug/alcohol test, such required time outside normal working hours shall be considered actual time worked for the purpose of Section 13.4 of the CWA labor agreement, if applicable.

6. Alcohol Tests Required

(a) Post-accident

(1) As soon as practicable following an accident, but no later than eight (8) hours following the accident, each surviving covered employee shall be tested for alcohol if that employee's performance of a covered function either contributed to the accident or cannot be completely discounted as a contributing factor to the accident.

(2) A covered employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying management of his/her location if he/she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing. Nothing in this section shall be

construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

(b) Reasonable Suspicion Testing

- (1) A covered employee shall be required to immediately submit to an alcohol test when the City has reasonable suspicion to believe that the employee has violated the prohibitions in this subpart.
- (2) The City's determination that reasonable suspicion exists to require the covered employee to undergo an alcohol test shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The required observations shall be made by a supervisor/manager who is trained in detecting the symptoms of alcohol misuse. The supervisor/manager who makes the determination that reasonable suspicion exists shall not conduct the breath alcohol test on that employee.
- (3) Alcohol testing is authorized by this subsection only if the observations required by paragraph (b)(2) of this subsection are made during, just preceding, or just after the period of the work day that the employee is required to be in compliance with this subpart. A covered employee may be directed to undergo reasonable suspicion testing for alcohol only while the employee is performing covered functions; just before the employee is to perform covered functions; or just after the employee has ceased performing covered functions. Notwithstanding the absence of a reasonable suspicion alcohol test under this section, a covered employee shall not report for duty or remain on duty requiring the performance of covered functions while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech, or performance indicators of alcohol misuse.

(c) Return-To-Duty Testing

Before a covered employee returns to duty requiring the performance of a covered function after engaging in conduct prohibited by this subpart (except section 3(b)), the employee shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(d) Follow-up Testing

- (1) Following a determination under this subpart that a covered employee is in need of assistance in resolving problems associated with alcohol misuse, the employee shall be subject to unannounced follow-up alcohol and drug testing as directed by a substance abuse professional in accordance with the provisions of this subpart.
- (2) Follow-up testing shall be conducted when the covered employee is performing covered functions; just before the employee is to perform covered functions; or just after the employee has ceased performing such functions.

7. Testing Procedures

Testing procedures for alcohol tests required by this subpart shall be in conformance with 49 CFR Part 40, Subparts C and D, a copy of which is attached hereto, except as modified by this subpart. A summary of Subparts C and D of 49 CFR Part 40, prepared by J.J. Keller and Associates is available for review (but not copying since this is copyrighted material) at the Human Resources Department. The list of the covered employees is attached hereto and on file at the Human Resources Department. The Human Resources Director is the City official designated to answer questions about the testing procedures as well as any other matter covered in this program.

8. Handling of Test Results, and Confidentiality

- (a) Handling of test results and confidentiality shall be in accordance with 49 CFR Part 40, except as modified below.
  - (1) Except as required by law or expressly authorized or required in this section, the City shall not release covered employee information that is contained in records required to be maintained under 49 CFR §199.227.
  - (2) A covered employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol, including any records pertaining to his or her alcohol tests. The City shall promptly provide the records requested by the covered employee. Access to a covered employee's records shall not be contingent upon payment for records other than those specifically requested.
  - (3) The City shall release information regarding a covered employee's records as directed by the specific, written consent of the covered employee authorizing release of the information to an identified

person. Release of such information is permitted only in accordance with the terms of the employee's consent.

- (4) Records shall be made available to a subsequent employer upon receipt of a written request from a covered employee.
- (5) The City may disclose information required to be maintained under 49 CFR 199, Subpart B, pertaining to a covered employee, to the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol test administered under this subpart, or from the employers' determination that the covered employee engaged in conduct prohibited by Sections 3 or 4 (except 3(b) of this subpart (including but not limited to, a workers compensation, unemployment compensation, or other proceeding relating to a benefit sought by the covered employee)).
- (6) The City shall permit access to all facilities utilized in complying with the requirements of this part to the Secretary of Transportation, any DOT agency, or any state or local officials with regulatory authority over the employer or any of its covered employees.
- (7) The City shall make available copies of all results for City alcohol testing conducted under this subpart and any other information pertaining to this alcohol misuse prevention program, when requested by the Secretary of Transportation, any DOT agency, or any state or local officials with regulatory authority over the employer or any of its covered employees.
- (8) When requested by the National Transportation Safety Board as part of an accident investigation, the City shall disclose information related to its administration of a post-accident alcohol test administered following the accident under investigation.

## 9. Referral, Evaluation and Treatment

- (a) Each covered employee who has engaged in conduct prohibited by this subpart (except 3(b)) shall be advised of the resources available to the covered employee in evaluating and resolving problems associated with the misuse of alcohol, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.
- (b) Each covered employee who engages in conduct prohibited under this subpart (except 3(b)) shall be evaluated by a substance abuse

professional designated by the City, who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse.

- (c) In addition, each covered employee identified as needing assistance in resolving problems associated with alcohol misuse:
  - (1) Shall be evaluated by a substance abuse professional designated by the City, to determine that the employee has properly followed any rehabilitation program prescribed under paragraph (9)(b) of this subsection, and
  - (2) Shall be subject to unannounced follow-up alcohol tests administered by the City following the employee's return to duty. The number and frequency of such follow-up testing shall be determined by a substance abuse professional, but shall consist of at least six tests in the first 12 months following the employee's return to duty. In addition, follow-up testing may include testing for drugs, as directed by the substance abuse professional, to be performed in accordance with 49 CFR Part 40. Follow-up testing shall not exceed 60 months from the date of the employee's return to duty. The substance abuse professional may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the substance abuse professional determines that such testing is no longer necessary.

#### 10. Notification of Alcohol Test Results

In accordance with the provisions of 49 CFR Part 40, the results of both the screening and confirmation of the breath alcohol test are displayed to the individual being tested immediately after the tests. The breath alcohol technician transmits the results to the City in a confidential manner, in writing, in person, or by telephone or electronic means. For more information, see 49 CFR Part 40, Subpart C.

#### 11. Alcohol, Drug Effects and Symptoms, and Intervention Methods

- (a) Symptoms and Effects of Alcohol

Alcohol or drug problems usually manifest themselves in an employee's work performance, behavior, and appearance. Some of the warning signs of any substance abuse are:

- Excessive absenteeism (especially after weekends and holidays)
- Frequent need to borrow money
- Avoidance of supervisors

Lack of concentration or decreased productivity after lunch or breaks  
Unsatisfactory work performance  
Drastic weight changes  
Bloodshot eyes, runny nose  
Deterioration in personal grooming and hygiene  
Agitation, rapid or slurred speech, dilated pupils  
Pattern of accidents  
Wearing of sunglasses and long-sleeved shirts at inappropriate times

(1) Effects of Alcohol Use

The chronic use of alcohol [three servings per day of beer (12 ounces), whiskey (1 ounce) or wine (6 ounces)] may result in the following:

(i) Effects on Health:

Dependency  
Kidney disease  
Ulcers  
Fatal liver diseases  
Alcohol Related Birth Defects  
Inflammation of the heart muscle  
Permanent brain damage

(ii) Effects on Work:

Slows down physical responses  
Progressively impairs mental functions  
Slowed reaction times  
More than 6 times more likely to have an accident  
Confusion  
Loss of memory, judgment and learning ability  
Permanent brain damage

(iii) Effects on Personal Life:

Separation and divorce rate is 7 times the average  
Two-thirds of all Americans will be involved in an alcohol-related vehicle accident  
15 times more likely to commit suicide  
Permanent brain damage

(2) Signs and Symptoms of Alcohol Use

Odor of alcohol on breath  
Lack of coordination  
Slurred speech  
Sleepy or stuporous condition  
Dulled mental process  
(except for odor, these are signs and symptoms of any depressant substance)

(b) Symptoms and Effects of Drug Abuse

(1) Effects of Drug Abuse on Work, Health, and Personal Life

(i) Marijuana

Irritation to the lungs  
Cancer  
Delayed decision making  
Impaired short-term memory  
Impaired signal detection (risk for users operating machinery)  
Long-term effect on performance

(ii) Cocaine

Strong psychological dependency  
Strokes and heart attacks  
Death  
Paranoia and withdrawal causing unpredictable and violent behavior

(iii) Opiates

High risk for contracting hepatitis and AIDS due to sharing needles  
Increased pain tolerance - failure to seek medical attention  
Higher risk for accident caused by mental clouding and drowsiness  
Financial problems

(iv) Amphetamines

Heart and brain damage  
Heart attack and stroke

Withdrawal may cause severe physical and mental depression  
Toxic psychosis - resembles schizophrenia

(v) Phencyclidine (PCP)

Irreversible memory loss  
Personality changes  
Thought disorders  
Death  
Suicidal tendencies and mental dysfunction  
Acute toxicity - possibly causing combativeness, catatonia, convulsions and coma

(2) Signs and Symptoms of Drug Abuse

(i) Marijuana

Reddened eyes  
Distinctive odor on clothing  
Chronic fatigue and lack of motivation  
Chronic sore throat

(ii) Cocaine

Financial problems  
Runny or irritated nose  
Difficulty in concentration  
Secretive behaviors, frequent non-business visitors, delivered packages, phone calls  
Wide mood swings - unusual defensiveness, anxiety, agitation  
Insomnia  
Talkativeness  
Forgetfulness, absenteeism, tardiness and missed assignments

(iii) Opiates

Mood changes  
Nausea, vomiting, and constipation  
Impaired mental functioning and alertness  
Depression  
Fatigue

(iv) Amphetamines



Increased heart rate and pupils  
Confusion, panic  
Inability to concentrate  
Profuse sweating

(v) Phencyclidine (PCP)

Extreme mood shift  
Muscle rigidity  
Jerky eye movements  
Confusion and agitation  
Dizziness

(c) Intervention Methods

- (1) Participation in an employee assistance program or a drug rehabilitation program or other community assistance program shall be paid for to the extent authorized under the City's Health Insurance Program, whether the particular program is selected by the employee or the City. Information regarding the City's Health Insurance Program can be obtained from the Risk Management.
- (2) The following is a list of drug and alcohol treatment programs within the Alachua and Marion County areas. The City does not recommend or endorse any of the programs. This list is provided for information only.

**Alachua and Marion County  
Drug and Alcohol Treatment Programs  
and Employee Assistance Programs  
Non-Blue Cross and Blue Shield Providers**

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Charter Springs Hospital Inc. & Charter Counseling Center	2631 NW 41st Street Suite E-5, Foxbridge III Gainesville, FL 32606	(352) 371-2335
Mental Health Center, Inc. of North Florida	4300 SW 13th Street Gainesville, FL 32608	(352) 374-5600
Sid Martin Bridge House	4400 SW 13th Street Gainesville, FL 32608	(352) 374-5615 (800) 330-5616
Alachua Associates	3601 SW 2nd Avenue, Suite V Gainesville, FL 32607	(352) 335-4004
Vista Pavilion	8900 NW 39th Avenue Gainesville, FL 32606	(352) 338-0097
Charter Springs Hospital, Inc.	3130 SW 27th Avenue Ocala, FL 32674	(352) 237-7293
Fountain Ctr. of Ocala. Forest, Inc	25011 NE County Hwy. 314 Salt Springs, FL 32134	(352) 685-1010 (800) 762-3707
Marion-Citrus Mental Health Centers	717 SW Martin Luther King Jr. Avenue Ocala, FL 32674	(352) 629 8893
VA Hospital	1601 SW Archer Road Gainesville, FL 32608	(352) 376-1611

**Alachua and Marion County  
Drug and Alcohol Treatment Programs  
and Employee Assistance Programs  
Blue Cross and Blue Shield Providers**

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Clinical Psychology Associates of North Central Florida (EAP for employee and covered family members)	2121 NW 40th Terrace Gainesville, FL 32605	(352) 336-2888
City of Gainesville Employee Assistance Program (For City employees and covered family members)	3221 NW 13th Street Suite D-1 Gainesville, FL 32609	(352) 375-1414
Community Behavioral Service	1212 NW 12th Avenue Gainesville, FL 32601	(352) 372-6645
Corner Drug Store of Gainesville (CDS), Inc.	1300 NW 6th Street Gainesville, FL 32601	(352) 378-1588
Vista Pavilion	8900 NW 39th Avenue Gainesville, FL 32606	(352) 338-0097
Quad County Treatment Center	913 E Silver Springs Blvd Ocala, FL 34470	(352) 732-6565

**NOTE:** The City does not recommend or endorse any of the above programs. This list is provided for your information.

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