AGREEMENT BETWEEN THE CITY OF GAINESVILLE

AND

NORTH CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

EFFECTIVE

FEBRUARY 1, 2020 – SEPTEMBER 30, 2022

NORTH CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION (PBA)

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PREAMBLE

THIS AGREEMENT, entered into this 6th day of February 2020 between the City of Gainesville, hereinafter referred to as the "Employer" or "City," and the North Central Florida Police Benevolent Association, Inc., hereinafter referred to as the "Association."

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

ARTICLE I

ASSOCIATION RECOGNITION

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

ARTICLE 2

CHECK OFF

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

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

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

2.4 The City will furnish the Association with a list of employees who are eligible for membership in the Association. This list will be furnished upon written request from the Association President/Vice-President or Lieutenants bargaining unit representative.

ARTICLE 3

PROHIBITION OF STRIKES

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

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

3.3 In the event of a strike as defined in Section 3.1, the Association, after determining such individuals are association members, shall immediately, within 24 hours, verbally where possible, and in writing, instruct the employees they should return to work; copy of such instruction to be provided to the City within twenty-four (24) hours. This Article is not

subject to the arbitration provisions of this Agreement but shall be enforced by the ordinary processes of law.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 Subject to the provisions of this Agreement, it is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public and exercise control and discretion over its organization and operations.

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

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

ARTICLE 5

ASSOCIATION REPRESENTATIVES AND ACTIVITY

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

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

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

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

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

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

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

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

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

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

5.8 It shall be the Association's responsibility to supply to the City an Association Time Pool Authorization form which includes the name of the employee and the hours of vacation time donated by the employee to the pool. Only employees in this unit may donate pool time to representatives covered by this Agreement. This pool time shall only be used by representatives covered by this Agreement. The form must be signed by the employee donating time. Time donations may be made each April 1 and October 1 and shall be in increments of not less than four (4) hours nor more than forty-eight (48) hours. Time pool hours may be drawn upon at the discretion of the Association in increments of at least one (1) hour.

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

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

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

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

ARTICLE 6

GRIEVANCE PROCEDURE

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

6.2 Rules for Grievance Processing:

It is agreed:

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

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

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

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

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

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

(1) A complete statement of the grievance and facts upon which it is based;

(2) The section or sections of this Agreement claimed to have been violated; and

(3) The remedy or correction requested.

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

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

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

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

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

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

6.4 If the grievance is not settled in accordance with the foregoing procedure, the Union may demand arbitration by serving written notice of intent to appeal on the Office of the

City Manager and the Human Resources Director within twenty (20) calendar days after receipt of the City's response in Step 3. The written notice shall state the facts of the case and list the article(s) and the section(s) of such article(s) of this contract alleged to have been violated. If the grievance is not appealed to arbitration within said twenty (20) calendar days, the City's Step 3 answer shall be final and binding.

6.5 Within fifteen (15) calendar days after receipt of the notice of demand for arbitration, the Union shall complete a "Request For Arbitration Panel Form" and submit it to the Federal Mediation and Conciliation Service (FMCS). The panel shall be for seven (7) arbitrators; unless the parties can mutually agree on an arbitrator to hear the grievance. This panel shall consist of arbitrators residing in Florida unless the parties agree otherwise. If the Union does not request a panel, or if the union is not granted an extension pursuant to 6.2.B. above, within said fifteen (15) calendar days, the answer at the previous step shall be binding. Both the Human Resources Director or designee and the Union shall have the right to strike three (3) names from the panel. Within fifteen (15) calendar days after receipt of the list, the Union shall notify the Human Resources Director or designee in writing requesting a date and time to meet and alternately cross out names on the list. Failure of the Union to notify the Human Resources Director or designee in writing within the thirty (30) calendar days of receipt of the list shall result in the City's Step 3 answer being final and binding. In all cases the party requesting arbitration shall cross out the first name. The remaining person shall be the arbitrator. FMCS shall be notified of the selection, following instructions on the FMCS form, within ten (10) days of the selection being made. The arbitrator shall be notified of his/her selection, following instructions from FMCS, within ten (10) days of receiving those instructions, by a joint letter from the City and the Union requesting that he/she set a time and place, subject to the availability of the City and Union representatives. A copy of this article shall be included.

6.6 The arbitration shall be conducted under the rules set forth in this Agreement, not under the Rules of the FMCS. The arbitrator shall have no authority to modify, amend, ignore, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto. The arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the City and the Association and shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to the arbitration, which is not a grievance as defined in Section 6.1, or which is not specifically covered by this Agreement. The arbitrator may 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 and existing. The arbitrator shall submit in writing his/her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend said limitation. Consistent with this section, the decision of the arbitrator shall be final and binding.

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

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

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

ARTICLE 7

NON-DISCRIMINATION

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

7.2 The City and the Association shall apply the provisions of this Agreement equally to all employees without discrimination because of age, sex, race, religion, national origin, sexual orientation, political affiliation, disability, marital status, gender identity or membership or non-membership in the Association as required by applicable federal or state law or City Ordinance or City Policy; including any obligations to reasonably accommodate a disability under the ADA. Any grievances concerning this paragraph shall be handled in the grievance procedure only through the third step and shall not be processed through arbitration.

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

ARTICLE 8

DISCHARGE AND DISCIPLINE

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

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

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

8.4 Any discharged employee who has completed his/her probationary period, or the Florida Police Benevolent Association, shall have the right to appeal said discharge directly to the third step of the grievance procedure provided such appeal is made within ten (10) days from the effective date of such action, computed in accordance with Section 6.2(D).

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

8.6 When imposing incremental discipline, the Chief will not:

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

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

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

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

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

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

A. For a period specified in a written waiver of the limitation by the law enforcement officer.

B. During the time that any criminal investigation or prosecution is pending in connection with the act, omission, or other allegation of misconduct.

C. If the investigation involves an officer who is incapacitated or otherwise unavailable, during the period of incapacitation or unavailability.

D. In a multijurisdictional investigation, for a period of time reasonably necessary to facilitate the coordination of the agencies involved.

E. For emergencies or natural disasters during the time period wherein the Governor has declared a state of emergency within the jurisdictional boundaries of the concerned agency.

F. During the time that the officer's compliance hearing proceeding is continuing beginning with the filing of the notice of violation and a request of a hearing and ending with the written determination of the compliance review panel or upon the violation being remedied by the agency.

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

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

ARTICLE 9

VACATIONS

9.1. Regular and probationary full-time employees covered by this Agreement who are not participating in PTO under Article 30 shall accrue vacation leave based on their date of regular employment and shall be limited to the following schedule:

Years of: Continuous Service	Time Accrued
1 to 5 years (1 month through 59 months)	80 hours per year
5 to 10 years (60 months through 119 months)	96 hours per year
10 to 15 years (120 months through 179 months)	120 hours per year
15 to 20 years (180 months through 239 months)	136 hours per year
20 years to 25 years (240 months through 299 months)	168 hours per year
25 years or more (300 months or more)	176 hours per year

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10
HOLIDAYS

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

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

Employees covered by this Agreement are also entitled to three (3) Employee Option Days (taken at a minimum of 1-hour intervals) as follows: The City agrees to provide three (3) non-cumulative employee option days during the fiscal year to all employees covered by this Agreement. These days must be taken as normal workdays and must be taken during the fiscal year in which the employee became eligible, after he/she attains eligibility, provided the days selected by the employee have prior Department Head or equivalent approval.

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

10.3 Whenever an observed holiday occurs on an employee's scheduled day off and the employee does not work thereon, the employee shall receive another day off with pay within the same fiscal year or within 120 days after said holiday, whichever period ends later, in order to equalize the observed legal holidays as set forth in Section 10.1. Hours compensated shall match the scheduled holiday work hours of the employee.

10.4 Whenever an observed holiday as listed in Section 10.1 occurs on an employee's regularly scheduled workday or the employee is required to work on a holiday listed in Section 10.1 on his/her scheduled day off, unless subject to overtime rates, the employee shall receive his/her regular straight time rate of pay for the hours worked and receive another day off with pay; or the employee may elect to receive two times his/her regular straight time rate of pay for scheduled hours worked, and their regular straight time rate of pay for any hours worked in excess of their scheduled shift, with no day off. Unless the employee declares at least seven (7) calendar days prior to the holiday that he/she wants to receive only pay for the hours worked, the employee shall receive his/her regular straight time rate of pay for all hours worked, and another day off with pay. The day off shall be taken within the same fiscal year or within 120 days after said holiday, whichever is later. There shall be no pyramiding to this section in the computation of overtime.

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

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

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

ARTICLE 11

HOURS OF WORK

11.1 Employees in the bargaining unit work a flexible schedule of hours whose work responsibilities require the exercise of independent judgment in the performance of their management and administrative duties. Except as otherwise provided herein, unit members shall not have their regular work schedule changed without being given fourteen (14) days advance notice. In the event the Police Chief determines extraordinary circumstances exist, regular schedules may be temporarily changed without fourteen (14) days advance notice. Unit members may agree to work hours different from their normally scheduled hours with less than fourteen (14) days advance notice, provided there is agreement between the unit member and management to do so.

11.2 Effective upon ratification, the work period for members shall consist of a period of fourteen (14) consecutive days. Lieutenants shall not have the work periods substantially modified unless they are provided an opportunity to negotiate in accordance with Chapter 447, Florida Statutes, concerning the change.

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

B. No employee shall be required to work more than nine (9) consecutive weekends (Saturday and Sunday) as a part of their regular schedule. No employee who is assigned to manage Patrol functions within the Operations Bureau shall be required to work nights (any work schedule starting on or after 3:00 PM) for more than one year (365 days) straight. All stipulations in this section may be waived by mutual agreement of the employee and management.

C. Nothing herein shall require the payment of time and one-half (1½) when an insubstantial amount of time is worked in excess of the normal workday. For the purpose of this Article, an insubstantial amount of time shall be considered any period of time less than seven (7) minutes.

D. Hours worked for the City, including appearance on behalf of the City in a judicial proceeding arising out of course and scope of employment with the City, shall count for the purpose of determining hours to be paid at a time and one-half (1½) rate. Additionally, vacations, holidays and all other paid leaves, excluding

sick leave and except when paid leave is taken for the entire regularly scheduled workweek, shall count as hours worked for the purpose of computing overtime. Nothing in this Agreement shall be construed to require the payment of time and one-half (1½) more than once for the same hours worked.

E. Administrative schedules shall be set by the member's immediate supervisor.

11.3 Lieutenants may, with prior approval of management, temporarily work a different schedule or adjust their schedule.

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

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

1. When attendance at a "Community Policing Event" begins while on duty and continues past the end of the normal duty shift, or begins prior to the start of the normal duty shift and continues into the normal duty shift, the time shall be considered a continuation of the normal workday.
2. When attendance at a "Community Policing Event" begins and ends while off duty, the employee shall receive overtime pay at a rate of one and one-half (1½) times his/her straight time rate of pay for all hours worked while attending such Community Policing Events or the employee shall receive a minimum guarantee of two (2) hours at one and one-half (1½) times his/her straight time rate of pay, whichever is greater.
3. The employee shall be given the option to adjust his/her schedule to ensure that the Community Policing Event falls within his/her regularly scheduled hours of work for that day.

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

1. When attendance at a mandatory "Administrative Meeting" begins while on duty and continues past the end of the normal duty shift, or begins prior to the start of the normal duty shift and continues into the normal duty shift, the time shall be considered a continuation of the normal workday.

2. When attendance at a mandatory “Administrative Meeting” begins and ends while off duty, the employee shall receive overtime pay at a rate of one and one-half (1½) times his/her straight time rate of pay for all hours worked while attending such “Administrative Meetings” or the employee shall receive a minimum guarantee of two (2) hours at one and one-half (1½) times his/her straight time rate of pay, whichever is greater.
3. The employee shall be given the option to adjust his/her schedule to ensure that the Administrative Meeting falls within his/her regularly scheduled hours of work for that day.

ARTICLE 12

SICK LEAVE

12.1 Employees who are not participating in PTO under Article 30 shall earn sick leave at the rate of ninety-six (96) hours annually.

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

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

B. For personal medical and dental appointments.

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

D. An employee may use up to twelve (12) days of accrued sick leave or fifty percent (50%) of the employee's currently accrued sick leave, whichever is greater, for illness of a member of an employee's immediate family [defined as spouse, certified or registered domestic partner, dependent child(ren), mother or father] living in the same domicile, or dependent children not living in the same domicile. For the purpose of this article, dependent children are defined as the employee's unmarried, natural, adopted, or step-child(ren), or a child whom the employee has been appointed legal guardian or legal custodian, or the natural or adopted child(ren) of the employee's current certified or registered domestic partner, who are under the age of 19; or if over the age of 19 meet the criteria for dependency as defined in the City's health insurance policy; or are handicapped children as defined in said policy. Management may require confirmation of the illness from the employee by furnishing a doctor's certificate, or any other means deemed appropriate. The City Manager may waive these restrictions if he/she find special circumstances exist.

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

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

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

C. The employee may be required by the appropriate Department Head, or his/her designee, to obtain a written statement of diagnosis verifying illness or injury from the City's doctor prior to returning to work. Expenses of obtaining a statement from the City's doctor shall be borne by the City. Expenses of a

doctor other than the City's doctor, if any, resulting from verification of illness or injury, shall be the responsibility of the employee.

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

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

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

12.5 Sick leave may not be charged in increments of less than two (2) hours without prior approval by the Department Head or his/her designee. Sick leave shall not be granted in advance of being earned. Vacation and banked holiday may be used in lieu of sick leave, however, the employee shall be considered sick and not on vacation and the time used shall be treated as sick leave for all purposes. When an employee has insufficient sick leave credit to cover a period of absence, vacation, or banked holiday will be used and, if none is available, the employee shall be in a no pay status.

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

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

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

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

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

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

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

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

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

Sick Leave, or Vacation in Lieu of Sick Leave, Used	Work Hours Awarded
2 hrs or less	32
more than 2 through 10	24
more than 10 through 20	16
More than 20	None

12.13 Any sick leave appearing on the employee's record in the Human Resources Department that is accrued and unused on or before June 30, 2013 shall be converted to additional service credit for determining pension benefits, except as provided below. Each such day of unused sick leave shall be converted to one (1) full day of additional employment service credit.

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

12.14 For individuals whose most recent hire date is on or after July 1, 2013, the maximum accumulated unused sick leave shall not exceed 1,040 hours. Employees with sick leave balances above the cap shall have their balances reduced to the maximum allowed during the pay period in which the anniversary of their adjusted service date occurs.

Upon entering into the Deferred Retirement Option Plan (DROP), except as provided in 12.13 above, employees may elect to apply accumulated and unused sick leave hours to attain the requisite years of credited service for eligibility, to provide for additional credited service, or retain some or all of their unused sick leave for use during their employment while participating in the DROP. In the case of a reverse DROP, members may utilize the lesser of the sick leave balance in exisitence on the effective date of commencement of participation, the balance in existence as of July 1, 2013, or the balance in existence ninety (90) days after declaration of intention to enter the reverse DROP, except as provided in 12.13 above. Any unused sick leave remaining at the expiration of the DROP particpation or period will be forfeited.

12.15 In the event of an in-line-of-duty death of a unit member, payment for all unused sick leave that is not applied to service credit to reach retirement eligibility will be made to the unit member's designated beneficiary, at the rate of pay the unit member was earning at the time of death.

ARTICLE 13

BEREAVEMENT LEAVE

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

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

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

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

ARTICLE 14

JURY DUTY/COURT APPEARANCE

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

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

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

14.4 Unit members required to appear in a legal proceeding that is duty related shall receive compensation in the following manner:

A. When the legal proceeding begins while on duty and continues past the end of the normal duty shift, or begins prior to the start of the normal duty shift and continues into the normal duty shift, the employee will be permitted to retain witness fees and the time spent in the legal proceeding shall be considered a continuation of the normal duty shift.

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

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

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

ARTICLE 15

LONGEVITY PAY

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

ARTICLE 16

HEALTH AND LIFE INSURANCE

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

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

16.3 Employees covered by this Agreement who retire during the term of this Agreement shall receive the Retiree Insurance Benefit as described below, ending the month of September 2022, unless changes to said Benefit described below are negotiated in accordance with Chapter 447, Florida Statutes. After the month of September 2022, unless changes to said Benefit described below are negotiated in accordance with Chapter 447, Florida Statutes, the City shall have no obligation whatsoever to make any payment for any retiree insurance benefits, described below, or as provided by any ordinance of the City of Gainesville or otherwise provided for any employee covered by this Agreement.

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

(a) Normal or early retirement - Ten dollars x number of years of credited service and portion thereof:
Plus $5.00 x number of years of age and portion thereof over 65, on the date the retiree first accesses (enters) the retiree health insurance program
Minus $5.00 x the number of years of age and portion thereof under 65, on the date the retiree first accesses (enters) the retiree health insurance program

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

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

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

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

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

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

(d) City’s Contribution

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

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

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

ARTICLE 17

TUITION REIMBURSEMENT PROGRAM

17.1 Tuition reimbursement shall be administered in accordance with the City of Gainesville HR Policy B-1, which was revised on 4/3/14, and Human Resources Procedure B-1, which was revised on 5/4/14. The City will not substantially modify application of this policy, as it pertains to employees covered by this Agreement, unless the Association is provided an opportunity to negotiate in accordance with Chapter 447, Florida Statutes concerning the change.

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

ARTICLE 18

MISCELLANEOUS EMPLOYEE BENEFITS

18.1 The City, during the term of this Agreement (February 1, 2020 – September 30, 2022), will provide a dry cleaning allowance each year of the Agreement in the amount of 560.00. One-half (½) shall be paid on a pro rata basis on or about October 1 and April 1. The City, during the term of the Agreement (February 1, 2020 – September 30, 2022), shall provide an annual clothing allowance each year of the Agreement in the amount of $585.00. One-half (½) shall be paid on a pro rata basis on or about October 1 and April 1. Each fiscal year all employees covered by this agreement shall receive one hundred dollars ($100.00) annual leather allowance.

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

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

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

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

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

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

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

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

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

1. Passengers are restricted to the employee's dependent children;
2. Transportation is limited to driving dependent children to and from daycare or school.
3. The employee must submit a list of those dependent children to be transported, along with the address(es) of the daycare or school, to the Chief of Police or designee and receive written approval prior to transporting any person not a City employee or a person on City business;
4. Any change in the number or identity of dependent children to be transported must be made in writing to the Chief of Police or designee for approval at least fifteen (15) days prior to beginning the change;
5. The officer shall first purchase and maintain, at his/her sole expense, liability coverage on the vehicle assigned to him/her and the City of Gainesville shall be named an additional insured. The employee must also provide Personal Injury Protection (PIP) coverage as required by statute. The limits of the liability coverage shall be at least $100,000 per individual and $300,000 per occurrence. Proof of insurance shall be submitted to the Chief of Police or designee before an employee may transport passengers who are not City employees and are not on City business and shall be verified on an annual basis;
6. The officer shall maintain the required automobile liability and PIP coverage for as long as the member participates in the take-home vehicle program and when passengers under this subsection may be transported. The required automobile liability and PIP coverage shall be in place prior to the officer transporting a dependent child in the City vehicle. Thirty (30) days notice shall be provided to the City of

Gainesville before the insurance coverage on the vehicle can be cancelled or reduced below required limits.

7. The officer shall execute an affidavit, prior to transporting any dependent children, that he/she has read and complied with said conditions;

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

C. Except with the express authorization of the Police Chief, employees shall not be eligible for a take-home vehicle unless they live within Alachua County.

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

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

18.9 Effective the beginning of the first full pay period following ratification of this Agreement, a Lieutenant, if assigned as the Special Weapons and Tactics (“SWAT” or equivalent) unit commander, Emergency Services Team (EST) commander or Mobile Field Force commander, shall receive $60 per month for each full month of assignment.

ARTICLE 19

LAYOFF

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

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

ARTICLE 20

RECALL

20.1 Recall.

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

B. Regular employees laid off shall have precedence for recall to their former classification over other applicants for a period of one hundred eighty (180) days.

C. Laid off employees recalled within 180 days shall have their tenure of service restored. If reemployed after 180 days, the employee shall be treated as a new employee.

D. The City will offer recall to laid-off employees by certified mail to the last known address on file with the Human Resources Department. If the laid-off employee fails to report to the Human Resources Department his/her intentions of returning to work within seven (7) days after mailing of said certified notice, tenure of service shall be broken. Any extenuating circumstances may receive consideration by management and the Human Resources Director.

ARTICLE 21

LENGTH OF SERVICE

21.1 Length of Service.

Employees shall lose their continuous length of service and their employment with the City shall be considered terminated for all purposes if:

A. The employee quits.

B. The employee is discharged.

C. The employee who has been laid-off fails to report to work within a period of seven (7) calendar days after being recalled by certified letter sent to the last known address as shown on the records of the Human Resources Department. Any extenuating circumstances may receive consideration by management and the Human Resources Director.

D. The employee fails to report for work at the termination of a leave of absence.

E. The employee works on another job while on leave of absence without the City's permission.

F. The employee is laid off for a period longer than one hundred eighty (180) days.

G. The employee is absent without leave for three (3) consecutive workdays without notifying his supervisor or the Human Resources Department. Such absence shall constitute a voluntary quit. Any extenuating circumstances may receive fair consideration by the Human Resources Director.

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

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

ARTICLE 22

WORKERS' COMPENSATION

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

22.2 When an employee is absent due to a compensable injury as defined in Chapter 440, Florida Statutes, as a result of actively engaging in official police duties as determined by the employer, he/she shall receive his/her regular pay for the first thirty (30) calendar days of such absence. However, in the case of an accident in which the thirty- (30-) day injury leave applies and where the employee is determined to be at fault by Risk Management, the amount of injury leave shall be fifteen (15) calendar days. But, such payment shall not, when added to workers' compensation benefits, total more than the normal take home pay (gross base pay minus taxes) received by the employee immediately prior to such absence.

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

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

ARTICLE 23

LEAVE OF ABSENCE

23.1 GENERAL INFORMATION

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

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

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

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

D. Leaves of absence may be granted for Paid Parental Leave – See Section 23.11.

23.2 Leave Request Procedure:

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

23.3 Continuity of Service:

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

23.4 Expiration of Leave and Reinstatement:

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

23.5 Extension of Leave:

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

23.6 Family and Medical Leave:

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

FMLA will be granted for:

1. The birth of a child and care for a child within twelve (12) months following a birth;
2. The placement of a child with the employee. Leave must be taken within twelve (12) months following placement.
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 assignment, or has been notified of an impending call to active duty status, in support of a contingency operation, as a member of the Reserves or a retired member of the Regular Armed Forces or Reserves.

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 is entitled to up to twenty-six (26) weeks of leave in a single twelve- (12-) month period to care for the servicemember. This military caregiver leave is available during a single twelve- (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 twelve- (12-) month period described in this subsection B if the leave is

(i) leave under subsection B; or

(ii) a combination of leave under subsection A and leave under subsection B above.

C. Eligibility Requirements

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

D. Definition of Serious Health Condition

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

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

(ii) continuing treatment by a health care provider; or

(iii) for the purpose of leave under 23.6.B, in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

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

E. Use of Leave

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

F. Substitution of Paid Leave for Unpaid Leave

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

G. Employee Responsibilities

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

Employees must provide sufficient information for Employee Health Services (EHS) to determine if the leave qualifies for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a healthcare provider and information on symptoms, diagnosis, hospitalization, examination results, whether medication has been prescribed, any referrals for treatment (physical therapy, for example), any other regimen of continuing treatment, or circumstances supporting the need for military family leave.

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

H. Conditions:

1. Leave without pay for one (1) full pay period or more will not be considered time worked for purposes of accruing seniority, longevity, vacation, sick or other employee benefits, including PTO for employees in the new leave system.
2. Employees may take Family and Medical Leave in twelve (12) consecutive weeks, may use the leave intermittently, or under certain circumstances may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. Except for care for a covered servicemember, the FMLA-covered leave may not exceed a total of twelve (12) weeks in the twelve- (12-) month period measured forward from January 1. However, for the birth, placement, adoption of a child, or bonding/well newborn care after such, the City and the employee must mutually agree to the schedule before the employee may take leave intermittently or work a reduced hour schedule.
3. The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the employee is qualified for the position and the alternative position would better accommodate the intermittent or reduced schedule.
4. If an employee out on regular paid leave seeks to extend that leave under the provisions of the Family and Medical Leave Act, the City may classify and apply

leave already taken towards the employee's twelve- (12-) week total upon appropriate information from the employee.

5. The employee's position may be filled by a temporary appointment or assignment of another employee. At the expiration of the leave, the employee shall be reinstated in the position vacated, if it exists and reinstatement is otherwise warranted.
6. Except as provided herein, the employee, upon returning to work from a medical leave, must report to Employee Health Services. The employee may be required to submit a written approval from his/her healthcare provider stating the employee is approved to return to work. The employee may be required to complete a fitness for duty examination related to the serious health condition for which the employee was absent on FMLA leave.
7. While the employee is on medical leave, the City will continue the employee's health benefits during the leave period at the same level of benefits and under the same conditions as if the employee had continued to work. An employee on paid medical leave continues to pay the contribution rate via payroll deduction as when an active employee. An employee on unpaid leave continues to pay the contribution as when an active employee. In this case, the employee must continue to make this payment either in person or by mail to the City's Risk Management Department. Payment must be received by the last day of the month prior to each month of coverage. If the payment is more than thirty (30) days late, the employee's healthcare coverage may be dropped. The City will notify the employee in writing at least fifteen (15) days before the date that health coverage is retroactively cancelled, or at the City's option, it may pay the employee's share of the premiums during unpaid medical leave and recover those payments from the employee upon the employee's return to work.
8. If the employee chooses not to return to work for reasons other than a continuation, recurrence, or onset of a FMLA qualifying serious health condition or for other circumstances beyond the control of the employee, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period through deducting from any sums due the employee arising out of the employment relationship, or by initiating legal action against the employee to recover such costs.

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

A. 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 applicable accrued leave.

B. Designated Leave System

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

C. PTO – for employees voluntarily opting into the PTO system or who enter the DROP on or after October 1, 2018

1. For employee's own serious health condition: The first sixteen (16) hours of each FMLA qualifying absence for the employee's own serious health condition will be charged against the employee's Paid Time Off (PTO) bank. If an employee has more than one qualifying FMLA absence, or is using FMLA leave on an intermittent basis, the maximum number of hours charged to PTO will be 96 hours during that leave year. Any subsequent FMLA qualifying time off during that leave year will be charged against the employee's Personal Critical Leave Bank (PCLB), then leave without pay. In the case of an FMLA qualifying absence as a result of a compensable injury, the first 16 hours may be taken as PCLB. If an absence will extend beyond 480 hours in the leave year, the employee must apply for a Personal Leave (Section 21.10).

2. For FMLA qualified absence for the serious health condition(s) of the employee's qualifying family member: The first sixteen (16) hours of each qualifying absence(s) will be charged to PTO. If an employee has more than one qualifying FMLA absence, or is using FMLA leave on an intermittent basis, the maximum number of hours charged to PTO will be 96 hours during that leave year. Should the employee have an insufficient PTO balance to cover the first sixteen (16) hours of absence(s), the remainder such sixteen (16) hours will be leave without pay; any subsequent hours of absence shall be charged to the employee's PCLB account, then leave without pay. The maximum hours of paid leave shall be 480 hours in the leave year except as may be 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 23.10).

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, except in the case of Paid Parental Leave, as provided in 23.11 below. 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. Except in the case of Paid Parental Leave, 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 using PTO shall be 480 and any approved absence beyond 480 hours in the leave year shall be leave without pay.

23.8 FMLA and Partner Leave Definitions

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

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

C. Leave Year: The twelve- (12-) month period measured forward from January 1 each year, except in the care of covered service member caregiver leave (see 23.6B).

23.9 Certified or Registered Domestic Partner medical leave (Partner)

A. Eligible employees may take a maximum of twelve (12) weeks of Partner medical leave in the FMLA leave year. Eligible employees may also take covered service member caregiver leave, if the covered service member is the eligible employee's Certified or Registered Domestic Partner, for a maximum twenty-six (26) weeks as described in 23.6B. Unless otherwise required by law, the amount of partner leave available to an employee may be reduced by leave taken pursuant to 23.6, FMLA, during the same leave year. This leave may be paid if applicable leave is available or the leave may be unpaid. The FMLA Leave Year is defined as the twelve- (12-) month period measured forward from January 1 each year.

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

23.10 Personal Leave

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

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

B. Conditions:

1. Employees must apply for Personal Leave in writing at least ten (10) working days prior to the beginning of the leave. Personal Leave may be granted and if granted may be paid, unpaid, or a combination of paid and unpaid leave. Prior to being placed on unpaid Personal Leave under this section, employees must first exhaust all accrued vacation and personal leave.

2. Unpaid leave for one (1) full pay period or more will not be considered time worked for purposes of accruing seniority, longevity, vacation, or sick or other employee benefits.
3. During an employee's approved Personal Leave without pay, his/her position may be filled by a temporary appointment, or regular assignment of another employee. At the expiration of the leave, the employee shall be reinstated to the position vacated if it has not been filled regularly during the leave. If the position has been filled, then the employee will be reinstated to another position which is vacant and for which the employee is qualified. The replacement position shall not be at a higher wage rate than the position from which the leave was granted. Refusal of a vacant position offered by the City shall result in the termination of the employee.
4. The employee shall not accept part or full-time employment elsewhere while on leave of absence unless such employment was previously approved and is not conducted during normal working hours.
5. Upon returning to work from a medical leave, the employee must report to Employee Health Services. The employee may be required to submit a written approval from their health care provider stating the employee is approved to return to work. The employee may be required to complete a fitness for duty examination.
6. An employee on unpaid personal leave must contact the City of Gainesville's Risk Management Department to obtain a COBRA Notification Form. The COBRA Notification Form outlines the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act, COBRA rates, when payments are due, and where payments are mailed to. Payment must be received by the last day of the month prior to each month of coverage. If the payment is more than thirty (30) days late, the employee's health care coverage may be dropped for the duration of the leave. The City will notify the employee in writing at least fifteen (15) days before the date that health coverage retroactively is cancelled, or at the City’s option, it may pay the employee’s share of the premiums during the unpaid medical leave and recover those payments from the employee upon the employee’s return to work. If the employee chooses not to return to work, the City will require the employee to reimburse the City the

amount paid for the employee's health insurance premium during the leave period through deducting from any sums due the employee arising out of the employment relationship, or by initiating legal action against the employee to recover such costs.

23.11 Paid Parental Leave

Employees covered by this Agreement shall be eligible for Paid Parental Leave in accordance with HR Policy L-2: General Leave Policies. Only covered events occuring on or after the final ratification of this Agreement shall qualify an employee for Paid Parental Leave absence. The use of Paid Parental Leave supersedes any conflicting provisions of 23.7 above.

ARTICLE 24
MILITARY LEAVE

24.1 Active duty.

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

24.2 Reserve or Guard Annual Training.

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

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

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

24.4 Requests for Military Leave.

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

24.4 Military Leave Without Pay

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

ARTICLE 25

HEALTH AND SAFETY

25.1 The Employer agrees that it will conform to and comply with laws as to safety and health properly required by federal, state and local law. The City and the Association will cooperate in the continuing objective of eliminating accidents and health hazards.

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

ARTICLE 26

LIABILITY

26.1 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.

26.2 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 of 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 27

WAGES

27.1 Pay Range Adjustments

Effective the beginning of the first full pay period in February 2020, the pay range shall be adjusted as reflected in Attachment A. There shall be no Pay Range Adjustments after the expiration of this Agreement, unless and until there is a new Agreement in effect providing for such adjustments.

27.2 New Promotions

A. Except as prohibited by any individual member's Deferred Retirement Option Program (DROP) agreement, employees covered by this Agreement shall receive a wage increase if such an increase is necessary to have their base pay rate two percent (2%) higher than any newly promoted employee's base pay rate immediately following such employee's promotion to Lieutenant. Except as provided in 27.2.B. below, such increase shall occur effective the first full pay period following such promotion. Furthermore, this provision applies to any promotion into the unit on or after October 7, 2019; provided any pay adjustments are prospective (on or after February 10, 2020).

B. The initial application of this provision (27.2) shall be based on any probationary member's base pay rate that is in effect at the time of ratification.

27.3 Transitional Wage Increases

A. Employees covered by this Agreement, employed on or before October 1, 2019, shall have their years in position (YIP) computed to the nearest 1/100th as of October 1, 2019. This value shall serve as the basis for determining an employee's Market Threshold and the total value of his/her Transitional Wage Increase. Market Threshold shall be computed as follows:

- (New pay grade midpoint – new pay grade minimum) ÷ 7 = value of one full year in position (YIP).
- (Employee's YIP x value of one full year in position) + new pay grade minimum = Market Threshold, limited by the new pay grade midpoint.

P12 Police Lieutenant		New Minimum*	New Mid	New Max
	Annualized	$ 72,312.00	$ 90,390.00	$ 108,468.00

*Only to be used for computation of Market Threshold.

B. Employees appointed to a Lieutenant position after October 7, 2019 shall not be eligible for Transitional Wage Increases described in this paragraph.

C. An eligible employee's Transitional Wage Increase shall be equal to the difference between his/her base salary at time of ratification and his/her Market Threshold, limited by the new pay grade midpoint.

D. The Transitional Wage Increase, if any, will be added to any eligible employee's base rate of pay in three installments, as provided in the table below, **but only if such increases would place an employee at a higher rate of pay then she/he would otherwise be as a result of adjustments provided in paragraphs 27.2 or 27.4**.

E. Employees participating in the DROP may receive Transitional Wage Increases up to the maximum of the pay range as it existed the day they entered the DROP.

F. There shall be no Transitional Wage Increases after January 2022, and no Transitional Wage Increases beyond the term of this Agreement, unless and until there is an Agreement in place that provides for such increases.

Table 1

Transitional Wage Increases	Effective Date	Basis
First Installment	First full pay period following ratification	Transitional Wage Increase/3
Second Installment	January 4, 2021	Transitional Wage Increase/3
Third Installment	January 3, 2022	Transitional Wage Increase/3

27.4 Tiered Merit Increases

A. Tiered Merit Increases

Effective the first full pay period of January 2021 and 2022, unit members who receive a rating of Meets Expectations, Exceeds Expectations, or Outstanding for the most recent rating period for which the member was evaluated, shall receive a tiered performance increase as provided in the table below, so long as such increase does not conflict with an eligible member's DROP agreement, **and only if such increases would place an employee at a higher rate of pay then she/he would otherwise be as a result of adjustments provided in paragraphs 27.2 or 27.3**.

2020-2021 Contract Year		
Status as of January 4, 2021	**Increase to Base Rate , Limited by Pay Range Max**	**Effective Date of Increase**
Probationary Status	2%	January 4, 2021
Regular Status member whose 2020 base salary increase(s) was/were less than $4,000	3%	
Regular Status member whose 2020 base salary increase(s) was/were more than $4,000	2%	

2021-2022 Contract Year		
Status as of January 3, 2022	**Increase to Base Rate , Limited by Pay Range Max**	**Effective Date of Increase**
Probationary Status	2%	January 3, 2022
Regular Status member whose 2020 base salary increase(s) was/were less than $4,000	3%	

Regular Status member whose 2020 base salary increase(s) was/were more than $4,000	2%	

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

C. Employees shall have their gross pay reduced by five (5) percent and the employer shall contribute such amount to the Retiree Health Savings (RHS) plan adopted by the City Commission.

27.5 A. There shall be no General Increases, Transitional Wage Increases, Merit Increases, or Tiered Merit Increases after the expiration of this Agreement, unless and until there is a new Agreement in effect providing for such increases.

B. Any increases in pay shall not exceed the maximum of the Lieutenant pay range, as provided in Attachment A.

27.6 A. Promotion

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

B. Transfer

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

C. Temporary Assignments

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

D. Demotion

When an employee is demoted to a position in a job classification with a lower pay grade, the employee shall be paid within the approved pay grade of the

classification with the lower pay grade. The rate of pay shall be set by the Human Resources Director.

E. Working out-of-class

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

F. Special Assignment**

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

**Special Assignment – Performing some, but not all the duties of another higher classification or performing duties substantially above those of the employee's regular classification. Special assignment is designated at the City's sole discretion.

27.7 Deferred Retirement Option Program

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

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

ARTICLE 28

SEVERABILITY

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

ARTICLE 29

PENSIONS

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

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

29.3 The parties mutually agree to the share plan as provided in Sec. 2-608. - Supplemental retirement program for police officers. The share plan allocations methodology shall not be changed without the parties negotiating the terms of such change.

29.4 Either party may reopen the negotiations of any pension issues upon sixty (60) days notice.

ARTICLE 30
PAID TIME OFF LEAVE (PTO) SYSTEM

30.1 All regular and probationary full-time or part-time employees covered by this Agreement hired on or after 10/1/2018 or who enter the Deferred Retirement Option Program (DROP) on or after 10/1/2018, are automatically covered by this Article. In addition, any regular or probationary full-time and part-time employee hired prior to 10/1/2018 and any employee currently in the DROP who makes a one-time irrevocable election to select this leave system is also covered by this Article rather than Articles 9 and 12.

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

30.3 Transition Plan for Employees who elect to move to the PTO System and for any employee who enters the DROP on or after October 1, 2018:

A. An employee hired prior to October 1, 2018, may elect at any time to move to the PTO System at the beginning of any pay period.

B. Any employee who enters the DROP on or after October 1, 2018 shall be automatically moved to the PTO System if he/she is not already enrolled in the PTO System.

C. If an employee elects to move to the PTO System or enters the DROP on or after October 1, 2018, the following conditions will apply:

1. No transfer back to the “old plan” (Sick/Vacation) will be permitted.

2. No loss of accrued leave will occur, meaning that all unused accrued sick leave will be transferred to the employee’s Personal Critical Leave Bank (PCLB) account; and a portion or all unused accrued vacation (annual leave) may be sold back at the employee’s current rate of pay, or transferred to the employee’s Paid Time Off (PTO) account, at the employee’s option, and subject to limits described below. The amount of vacation (annual leave) to be applied to sell-back, if any, shall be determined by the employee, but shall be limited to no more than that which may be applied to pensionable *earnings*. Whether sold at the time of conversion, or at

the time of separation or entry into the DROP, only payments made for vacation leave that was unused and accrued prior to July 1, 2013 shall be considered *earnings* for pension purposes.

3. At the employee's first anniversary date (leave progression 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.

30.4 Annual Accrual Rates:

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

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.

30.5 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.

30.6 A. The 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). Department approval of scheduled leave will not be unreasonably withheld provided operational needs can be met, as determined by the Chief of Police.

B. The Department may establish written guidelines for the minimum increment of leave and the time of leave use during the shift which is more flexible than those stated in Section 30.6(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 30.6(A).

30.7 If an employee is called back to work during his scheduled Paid Time Off, the employee shall be allowed to reschedule with special consideration any Paid Time Off time lost as a result of the call back.

30.8 The first sixteen (16) hours of any absence will be deducted from the employee's PTO leave account except as otherwise provided in Article 22 (Workers' Compensation), or Article 23 (Leave Without Pay). Absences that do not meet the advance notice requirements of the department will be considered unscheduled leave. If an employee does not have sufficient accrued unused PTO to cover the period of absence, the employee will be put on leave without pay for the first sixteen (16) hours or that portion thereof.

30.9 A. Whenever unscheduled leave is taken, employees will be required to notify their supervisor in accordance with departmental written guidelines. Generally, an employee will be allowed to take up to five (5) occurrences of

unscheduled leave in a one-year period. After five (5) occurrences, the department head may require certification of absence for unexpected illness from a doctor or certified health professional.

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

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

30.11 MAXIMUM ACCRUAL (CARRYOVER CAP):

Carryover of accrued PTO is permitted as follows:

Years of Continuous Service	**Carryover Permitted**
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**

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.

30.12 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, except as provided under 30.15 below.

30.13 PERSONAL CRITICAL LEAVE BANK (PCLB)

It is recommended that the employee establish a PCLB, on her leave progression date, by depositing some number of hours of 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 determined by her Manager/designee. For the purpose of this Article, dependent children are defined as the employee's unmarried, natural, adopted, or step-child[ren], or a child for whom the employee has been appointed legal guardian, or the natural or adopted child[ren] of the employee's current certified or registered domestic partner who are under the age of nineteen (19) or who are handicapped children as defined in the City's health insurance policy.

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

30.15

A. Any PTO that was accrued as vacation (annual leave), and that was unused prior to July 1, 2013, shall be treated as termination vacation pay for pension purposes, providing that such leave was not sold at the time of conversion to PTO.

B. Any PCLB that was accrued as Sick Leave, and that was unused prior to July 1, 2013, shall be converted to additional service credit for determining

pension benefits. No cash payment for unused PCLB hours will be allowed at retirement, resignation or termination.

C. Any PCLB and/or PCLB that was accrued as Sick Leave, and that was unused on or after July 1, 2013, shall not be converted to additional service credit for determining pension benefits. Only the lesser of the PCLB that was accrued as Sick Leave prior to July 1, 2013, as described above, or at the time of termination or entry into the DROP may be converted to pension service credit.

30.16 There is unlimited accumulation of time in the PCLB.

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

30.18 A. Provided the employee has accumulated a minimum of 80 hours of PTO and at least 220 hours in PTO and/or a PCLB one time during the fiscal year, the employee will be permitted to convert up to 70 hours of PTO to cash to be paid via payroll check, provided that such conversion does not bring the employee's total PTO balance below 80 hours. Hours converted to cash will not be included in the pension base nor used for final average earnings calculations.

B. In order to use the conversion to cash option, the employee must submit a written request to the timekeeper.

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

30.20 In the event of an in-line-of-duty death of a unit member, payment for all unused PCLB that is not applied to service credit to reach retirement eligibility will be made to the employee's designated beneficiary, at the rate of pay the unit member was earning at the time of death.

ARTICLE 31

BILLABLE SERVICES

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

31.2 Except as provided for in 31.3, Lieutenants covered by this Agreement shall be entitled to compensation for services requested by any outside organization who shall pay for such services. Lieutenants shall also be eligible to perform such services as an Officer/Corporal or Sergeant; however, Lieutenants shall not receive preference for such services. The compensation to perform services for an outside organization by a Lieutenant or a Lieutenant acting as an Officer/Corporal or Sergeant shall be one and one-half (1½) times the Lieutenant's straight time regular hourly rate of pay provided such amount shall not exceed a flat rate of fifty seven dollars ($57.00).

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

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

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

ARTICLE 32

DRUG TESTING

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

ARTICLE 33

RESERVED FOR FUTURE USE

ARTICLE 34

PROBATION

34.1 Any employee who is promoted to the rank of lieutenant shall be on probation in that rank for a period of one (1) year from the date of promotion. The City may, at its discretion, extend the probationary period up to an additional six (6) months. The demotion or a written or verbal warning of an employee on a promotion probationary period shall not be subject to any provision of the grievance procedure. Employees who fail to successfully complete probation shall be given the option of being laid off or rolling back to the next lower sworn classification.

ARTICLE 35

ENTIRE AGREEMENT

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

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

35.3 This Agreement shall be effective upon ratification by the membership of the Association and the City Commission and shall remain in full force and effect up to and including September 30, 2022.

35.4 Should either party desire to terminate, change or modify this Agreement or any portion thereof, they shall notify the other party in writing on or before June 1, 2022. Such notification shall include the titles and sections of the Articles the party wishes to renegotiate and all other articles will remain in full force and effect from year to year thereafter.

ARTICLE 36

PROMOTIONS

36.1 The Chief of Police or his/her designee shall determine, in his/her sole discretion, the promotional process for filling Lieutenant positions. The eligibility list shall be ranked based on the candidates' scores determined by the process. Vacancies shall be filled using a Rule of 10. For any process that is conducted prior to January 1, 2021, the City and the Association agree that the educational and experience requirement for eligibility for application for promotion to Lieutenant shall be a four-year bachelors degree or three years experience as a Police Sergeant with the City of Gainesville. For any process that is conducted on or after January 1, 2021, the City and Association agree that the educational and experience requirement for eligibility for application for promotion to Lieutenant shall be a four-year bachelors degree and three years experience as a Police Sergeant with the City of Gainesville.

IN WITNESS WHEREOF, the parties hereunto set their hands this 6th day of February, 2020*.

THE CITY OF GAINESVILLE, FLORIDA

Signed Original on file in Human Resources
LEE FELDMAN, CITY MANAGER

NORTH CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

Signed Original on file in Human Resources
MICHAEL SCHIBUOLA, PRESIDENT

Signed Original on file in Human Resources
FOR BARGAINING COMMITTEE
GEORGE CORWINE

APPROVED AS TO FORM AND LEGALITY:

Signed Original on file in Human Resources
CITY ATTORNEY

CITY BARGAINING COMMITTEE:

Scott Heffner
Jorge Campos
Steve Varvel

ASSOCIATION BARGAINING COMMITTEE

Michael Schibuola
Robert Fanelli
George Corwine

* Date ratified by last party

Attachment A

City of Gainesville Pay Plan
Police Lieutenants - PBA

Effective 2/6/2020

1

MINIMUM			MIDPOINT	MAXIMUM
February 10, 2020	October 5, 2020	October 4, 2021		
$ 68,981.84	$ 70,646.92	$ 72,312.00	$ 90,390.00	$ 108,468.00

POLICE BENEVOLENT ASSOCIATION

DRUG-FREE WORKPLACE PROGRAM

ADDENDUM B

POLICE BENEVOLENT ASSOCIATION

DRUG-FREE WORKPLACE

PROGRAM

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POLICE BENEVOLENT ASSOCIATION
DRUG-FREE WORKPLACE

I. PURPOSE

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

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

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

To the extent that Section 440.101-.102, or the implementing rules issued by the Agency for Health Care Administration (Fla. Admin. Code R. 59A-24) are 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. Amendments to the program issued as a result of the foregoing which would authorize (1) the use of additional testing techniques, (2) testing for additional drugs, or (3) creating additional situations for testing shall be provided to the Certified Bargaining Representatives of the employees covered by the program amendments. The City will bargain over the impact of such amendments if the Certified Bargaining Representative requests such within ten (10) calendar days of being provided with such amendments.

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, as a condition of employment, are required to abide by the terms of this 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. At least sixty (60) days have elapse between the notice and any employee drug testing implemented pursuant to this program.

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, § 440.102(1),and 112.0455 Fla. Stat., and the Agency for Health Care Administration, Drug-Free Workplace Standards (Fla. Admin. Code R. 59A-24) 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)(c), Fla. Stat., which defines "drug" as follows:

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

(b) The words fail, failed or failure when used in this policy are based upon a <u>confirmed</u> 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. Exception shall be made for permitted/contractual events attended off duty on City Property and for undercover officers on duty who must drink as a part of the work assignment to maintain undercover status.

B. Off-duty use of alcohol which adversely affects an employee's job performance or adversely affects or threatens to adversely affect other interests of the City, including but not limited to the employee's relationship to his/her job, fellow workers' reputations, or goodwill in the community may result in disciplinary action up to and including dismissal.

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

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

E. For purposes of implementing § 440.101-.102, Fla. Stat., an employee is presumed to be under the influence of alcohol if a breath test shows alcohol usage as set forth in Section VIII (K) or as otherwise provided by Section I – Purpose

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

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

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

Refusal is defined as follows:

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

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

(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; or

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

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:

(a) During working hours, or

(b) While operating a City vehicle, or

(c) 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 and may be imposed for a first offense, absent mitigating circumstances. The fact that discipline is imposed for violations of this program will not prevent the imposition of further discipline, including termination, if an employee's certification is suspended or revoked, or otherwise affected in connection with a program violation.

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. Exception shall be made for officers on duty who must, sell, purchase, posses, manufacture, distribute, or dispense drugs or their metabolites as part of the work assignment.

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. An employee who fails a random urine drug test will be subject to an Internal Affairs investigation and disciplinary action. Such disciplinary action may include termination for a first offense, absent mitigating circumstances. If mitigating circumstances warrant the employee being allowed to participate in a last chance agreement, in lieu of being dismissed, the Employee must meet the requirements set forth in paragraph X.D. of this program. Furthermore, such an opportunity will not be available to an employee who has previously participated in an Alcohol/Drug Rehabilitation Program, the City's Substance Abuse Professional (SAP), or other approved, similar program, as an alternative to dismissal. Employees allowed the rehabilitation opportunity described herein may still receive disciplinary action short of dismissal in addition to required participation in the rehabilitation program. Participation in a treatment program, be it entirely voluntary or pursuant to this section, will not excuse additional violations of this policy, work rule violations, improper conduct, or poor performance and an employee may be disciplined or dismissed for such offenses or failure to perform.

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

E. Legal 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 drug which might impair safety, performance, or any motor functions shall advise his/her direct management representative of the possible impairment before reporting to work under the influence of such medication or drug. A failure to do so may result in disciplinary action. If Management, in consultation with Employee Health Services, 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 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 or blood for testing without a valid medical explanation after he or she has received notice of the requirement for alcohol testing; or

(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; or

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

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

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

VII. TESTING

A. Testing of Applicants

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

2. Any job applicant who refuses to submit to drug testing, refuses to sign the consent form, 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 (including alcohol as defined in paragraph IV.(a) above) 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 directed to immediately submit to a drug test(s). 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 (see Attachment II) 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 Police Chief or designee to authorize the drug test of an employee.

   The Police Chief 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 Police Chief/Designee 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 Police Chief or designee:

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

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

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

h. Odor: Odor of cannabis or alcoholic beverages upon the person.

i. Performance Related Accidents: Each employee whose performance either contributed to the accident as defined below or whose performance cannot be discounted as a contributing factor to the accident as defined below 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. In absence of the need for emergency care the testing should be performed immediately. No drug test should be administered after 32 hours. If drug testing is not initiated within thirty-two (32) hours, the management representative shall document the reason testing was not completed within thirty-two (32) hours and submit it to Employee Health Services.

Should evidence of alcohol be present, i.e., an odor of alcohol, open containers, or a statement from a 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. 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 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 that results in a citation for a moving violation, or in any of the consequences described in (2) below.

2) Work related accident resulting in:

(a) death to another person or employee. However, death of another person as a result of training or a “use of force” must also be based on one or more reasonable suspicion criteria as listed in a. – h. above.

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

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

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

C. Random Testing

1. Random drug testing will be performed utilizing urine and may be performed in the future utilizing chemical breath or other statutorily required mechanisms (see Section (VIII) (K) (below).

2. All PBA Bargaining Unit employees will be required to submit to drug testing on a random basis.

3. For purposes of selection for testing, employees shall be identified only by Social Security Numbers and the selection of employees will be conducted through the use of a random number generator or other neutral selection process.

4. Upon notification to the employee and his/her immediate supervisor by the Police Chief or his/her management designee that a drug test is required, the employee shall report to the test site as soon as

practical, but in no event, later than the end of the current shift after notification, and provide a specimen of his/her urine. If chemical breath testing, or other reliable mechanisms, as determined by 49 CFR, Part 40 for alcohol testing are used, the test may be conducted immediately at the work site or later at the collection site.

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

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

D. Random or Position Change Testing

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

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

(b) For Position Change testing, the employee shall report to EHS within 48 hours of receiving notification that they have been selected to fill such position. EHS shall then conduct the eight (8) panel dip stick urine drug test. Refusal to submit to or failure to pass this test shall result in the employee being referred to the testing lab for further

testing or will result in discipline as described in VI.F and G of this Drug Free Workplace program.

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

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 in those cases where the employee voluntarily entered the program. Entrance to a program as a condition of continued employment or when the employee is otherwise faced with the prospect of immediate disciplinary action based upon problems associated with substance abuse shall not be considered voluntary. If follow-up testing is required, it shall be conducted at least once a year for 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. Testing undertaken after referral to the Substance Abuse Professional (SAP) as a result of a first violation of the City's Drug Free Workplace Program, Article X, shall satisfy the requirements for follow-up testing.

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) above.

H. Refusal to Test

Employees who refuse to submit to a test administered in accordance with this program may forfeit their eligibility for all Workers' Compensation

medical and indemnity benefits and will be subject to dismissal. Employees who refuse to submit to a chemical breath test 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 (Biphetamine, 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

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

C. Notification of Prescription Drug Use

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

D. Testing of Injured Employees

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

E. Body Specimens

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

F. Cost of Testing

The City will pay the cost of initial and confirmation drug tests, which it requires of employees 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 he/she will be compensated (if applicable) for time spent at the collection site, at the appropriate wage rate.

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 and blood 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. Florida Agency for Health Care Administration's CHAIN OF CUSTODY form as amended from time to time, will be used for each employee or job applicant whose blood or 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 as described in §440.102 (9) Fla. Stat.

In the case of a chemical breath test, utilizing evidential breath test devices, a technician licensed pursuant to Fla. Admin. Code R. 59A-24, 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; 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

Initial tests will use an immunoassay except that the test for alcohol will be a chemical breath test . 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	.04 g/dl%
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

K. Confirmation Tests

All blood and urine specimens identified as positive on the initial test will be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the HCA, except that alcohol will be confirmed using an evidential breath testing device (EBT). 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[1] will be used when analyzing specimens to determine whether they are positive or

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

negative for these drug metabolites. All levels equal to or exceeding the following will be reported as positive:

Alcohol	.04 g/dl%
Amphetamines	500 ng/ml
Cannabinoids	15 ng/ml
Cocaine	150 ng/ml
Phencyclidine	25 ng/ml
Methaqualone	150 ng/ml
Opiates	300 ng/ml
Barbiturates	150 ng/ml
Benzodiazepines	150 ng/ml
Synthetic Narcotics:	
Methadone	150 ng/ml
Propoxyphene	150 ng/ml

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 contracted 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 both the initial test and 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 retest. 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. Within three (3) days of receipt of the test results, the MRO will (1) notify Designated Employer Representative (DER) of <u>negative</u> results, and (2) contact the employee or job applicant regarding a <u>confirmed positive</u> 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 later 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 designated 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) working 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. Upon receipt of notification by the City that an employee or applicant failed to meet with the MRO upon his or her request or failed to promptly provide requested information the City will disqualify an applicant from being hired or will immediately place an employee on suspension without pay that may result in discharge.

6. Within five (5) calendar days after the City receives a confirmed positive 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 (positive or negative).

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 two (2) years. The drug testing laboratory shall retain (in properly secured refrigerated or frozen storage) for a minimum period of one year, all confirmed positive specimens. Within this one 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 is received (See paragraph IX.B.3. below.), the laboratory may discard the specimen after 210 days 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 confirmed positive 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 Human Resources 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. There shall be written procedures for the action to be taken when systems are out of acceptable limits or errors are detected in accordance with 49 CFR, Part 40.

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

2. The drug testing laboratory will not disclose any information concerning the health or mental condition of the tested employee or job applicant.

3. The City will not request or receive from the testing facility any information concerning the personal health, habit or condition of the employee or job applicant including, but not limited to, the presence or absence of HIV antibodies in a worker's body fluids.

4. The City will not dismiss, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a MRO.

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

D. Comparable Procedures

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

X. EMPLOYEE ASSISTANCE PROGRAM (EAP)

A. The City regards its employees as its most important asset. Accordingly, the City maintains an EAP which provides help to employees who suffer from alcohol or drug abuse and other personal or emotional problems. Employees with such problems should seek confidential assistance from 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. Employees referred to the Substance Abuse Professional (SAP) as a result of a first violation of the City's Drug-Free Workplace Program will be allowed to continue their employment with the City provided they:

1. contact the SAP and strictly adhere to all the terms of treatment and counseling; and

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; and

4. pass all drug test(s) administered under this program and

5. The employee and the certified bargaining representative, if any, executes and abides by an agreement 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. Exception shall be made for officers on duty who must sell, purchase, posses, manufacture, distribute or dispense drugs, or their metabolites or alcohol as part of the work assignment.

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 Chapter 316.193, Chapter 859, and Chapter 893, Fla. Stat. (1991). Except for the more immediate notice required under paragraph 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:

1. During the preliminary investigation, an employee may be placed on leave with pay, if applicable, or removed from his/her assignment/position.
2. After the preliminary investigation is completed, but in no event later than 15 days after the Police Chief/Designee 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, interviews, reports, statements, 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, employees 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 two (2) 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 two (2) years.

C. General Records of the City

1. Records which demonstrate that the collection process conforms to all appropriate state or federal regulations shall be kept for three (3) years.

2. A record of the number of employees tested by type of test shall be kept for five (5) years.

3. Records confirming that managers, supervisors and employees have been trained under this program shall be kept for three (3) years.

D. Drug Training Program

1. The City shall establish and maintain a Drug Training Program. The Program shall, at a minimum, include the following:

   a. A written statement on file and available for inspection at its Human Resources Department outlining the Program;

   b. At least an annual educational and training component for employees which addresses drugs; and

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

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

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

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

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

E. Comparable Procedures

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

ATTACHMENT I

CONFIDENTIAL

SUBSTANCE ABUSE INVESTIGATION REPORT

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

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

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

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

REASONABLE SUSPICION FOR: ALCOHOL ☐ CONTROLLED SUBSTANCES ☐

APPEARANCE:

normal	☐	sleepy	☐	tremors	☐
clothing	☐	cleanliness	☐	red eyes	☐
runny nose	☐	blood shot eyes	☐	drastic weight changes	☐
dilated pupils	☐	other	☐		

Description:

BEHAVIOR:

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

Description:

BODY ODORS:

OTHER OBSERVATIONS FOR REASONABLE SUSPICION:

_____ _____
Designated Management Representative Preparation Date/Time

_____ _____
Designated Management Representative Preparation Date/Time

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