

AGREEMENT BETWEEN THE  
CITY OF GAINESVILLE  
AND  
GATOR LODGE 67, INC. FRATERNAL ORDER OF  
POLICE  
BARGAINING UNIT  
POLICE SERGEANT, POLICE CORPORAL AND  
POLICE OFFICER

EFFECTIVE  
OCTOBER 1, 2013 - SEPTEMBER 30, 2016

**FRATERNAL ORDER OF POLICE (FOP)  
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**PREAMBLE**

THIS AGREEMENT, entered into as of the 21<sup>st</sup> day of July 2016, between the City of Gainesville, hereinafter referred to as the “Employer” or “City” and the Gator Lodge 67, Inc. Fraternal Order of Police hereinafter referred to as the “FOP”. It is the intention of the parties to this Agreement to set forth the entire Agreement of the parties with respect to wages, hours, terms and conditions of employment for the employees covered by this Agreement. This Agreement has as its purpose the promotion and continuance of harmonious relationships between the City and the FOP.

1 **ARTICLE 1**

2 **FOP RECOGNITION**

3 1.1 The City recognizes Gator Lodge 67, Inc. Fraternal Order of Police (FOP) as the  
4 exclusive collective bargaining agent of all sworn personnel of the City of  
5 Gainesville Police Department in the classifications of: Police Officer, Police  
6 Corporal and Police Sergeant, as described in PERC Case Number AC-2005-  
7 002 dated June 13, 2005. Excluded from this bargaining unit are budget staff,  
8 polygraph operators, Sergeant/Personnel Officer, Internal Affairs investigators  
9 and all other employees of the City of Gainesville.  
10

11 **ARTICLE 2**

12 **DUES DEDUCTION**

13 2.1 Within thirty (30) days from the effective date of this Agreement and upon receipt  
14 of a stipulated, lawfully executed, written authorization from an employee  
15 covered by this Agreement, the City agrees to deduct on a bi-weekly basis  
16 amounts as certified to the Employer by the Treasurer of the Fraternal Order of  
17 Police, Gator Lodge 67, Inc., and to remit the aggregate deductions so  
18 authorized together with an itemized statement to the Treasurer. Dues  
19 deduction authorizations submitted after the above date will be remitted within  
20 thirty (30) days from the date of the deduction on a bi-weekly basis. Changes in  
21 FOP membership dues will be similarly certified to the City in writing and shall be  
22 done at least thirty (30) days prior to the effective date of such change. This  
23 dues authorization may be revoked by the employee upon thirty (30) days written  
24 notice to the City and to the FOP.

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

28 2.3 The FOP agrees to indemnify, defend and hold the City harmless against any  
29 and all claims, suits, orders or judgments brought or issued against the City as a

1 result of any action taken or not taken by the City under the provisions of this  
2 Article.

3 2.4 It is understood and agreed by the parties to this Agreement that a fifty dollar  
4 (\$50.00) fee per payroll shall be deducted from the bi-weekly remittance to the  
5 FOP for the cost of administering dues deductions. Based on the above  
6 withholding, the City will furnish the FOP with a list of employees who are eligible  
7 for membership in the FOP. This list will be furnished upon written request from  
8 the FOP Chair.

### 10 **ARTICLE 3**

#### 11 **PROHIBITION OF STRIKES**

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

27 3.2 Any employee covered by this Agreement who participates in, is a party thereto,  
28 or promotes any of the above actions as outlined in Section 3.1 or other similar  
29 forms of interference with the operations or functions of the City, shall be subject  
30 to disciplinary action up to and including discharge. The only question that shall

1 be raised in any proceedings, judicial or otherwise, contesting such action, is  
2 whether any provision as outlined in Section 3.1 was violated by the employee to  
3 be disciplined or discharged. Employees shall not be entitled to any benefits or  
4 wages whatsoever while they are engaged in strike activities, or other  
5 interruptions of work. Any employee discharged in accordance with this Article  
6 or applicable provisions of the State of Florida Employees Collective Bargaining  
7 Statute shall, if appointed, reappointed, employed or re-employed by the City,  
8 serve a six (6) month probationary period following the reappointment or  
9 reemployment, and the compensation may in no event exceed that received  
10 immediately prior to the time of the violation and the compensation may not be  
11 increased for one (1) year.

12 3.3 In the event of a strike as defined in Section 3.1, the FOP, after determining such  
13 individuals are FOP members, shall immediately, within 24 hours, verbally where  
14 possible, and in writing, order such employees to return to work; copy of such  
15 order to be provided to the City within twenty-four (24) hours. This Article is not  
16 subject to the arbitration provisions of this Agreement but shall be enforced by  
17 the ordinary processes of law.

18 **ARTICLE 4**

19 **MANAGEMENT RIGHTS**

20  
21 4.1 It is the right of the Employer to determine unilaterally the purpose of each of its  
22 constituent agencies, set standards of services to be offered to the public and  
23 exercise control and discretion over its organization and operations.

24 4.2 In addition, the FOP recognizes the sole and exclusive rights, powers and  
25 authority of the Employer further include, but are not limited to, the following: to  
26 direct and manage employees of the City; to hire, promote, transfer, schedule,  
27 assign and retain employees, to suspend, demote, discharge or take other  
28 disciplinary action against employees for just cause; to relieve employees from  
29 duty because of lack of work, funds, or other legitimate reasons; to maintain the  
30 efficiency of its operations including the right to contract and subcontract existing

1 and future work; to determine the duties to be included in job classifications and  
2 the numbers, types and grades of positions or employees assigned to an  
3 organizational unit, department or project; to assign overtime and to determine  
4 the amount of overtime required; to control and regulate the use of all its  
5 equipment and property; to establish and require employees to observe all its  
6 rules and regulations, to conduct performance evaluations; and to determine  
7 internal security practices. The Employer agrees that, prior to lay-off of FOP  
8 bargaining unit members, it will discuss such with the FOP.

9 4.3 If, in the sole discretion of the City Manager/Designee, it is determined that civil  
10 emergency conditions exist, including, but not limited to, riots, civil disorders,  
11 severe weather conditions (or similar catastrophe), the provisions of this  
12 Agreement may be suspended by the City Manager/designee during the time of  
13 the declared emergency, provided that wage rates and monetary fringe benefits  
14 shall not be suspended. Should an emergency arise, the FOP shall be advised  
15 as soon as possible of the nature of the emergency.

## 17 **ARTICLE 5**

### 18 **FOP REPRESENTATION, ACTIVITY AND BULLETIN BOARDS**

19 5.1 The FOP shall have the right to select employees from those covered by this  
20 Agreement to act as FOP representatives. A written list of the FOP  
21 representatives or changes to the list of representatives shall be forwarded to the  
22 City's Human Resources Director and the Chief of Police prior to the effective  
23 date of their assuming FOP duties with the City. FOP representatives shall not  
24 exceed twelve (12) in number. No FOP representative will perform any FOP  
25 work with the City unless the above has been complied with.

26 5.2 An FOP representative may, with proper authorization by the Chief of Police or  
27 designee, which will not be unduly withheld, be admitted to the property of the  
28 Employer. The representative, as designated above, shall be able to talk with  
29 employees before or after regular working hours or during lunch hours of said  
30 employees on Employer property in areas designated by the Employer.



- 1 5.3 FOP representatives must be employees in the bargaining unit who have  
2 satisfactorily completed their probationary period.
- 3 5.4 The FOP recognizes that its representatives are not entitled to any special  
4 benefits or treatment because of their role, nor shall representatives be  
5 discriminated against for the proper and legitimate FOP activity in which they  
6 engage.
- 7 5.5 While on a medical leave of absence without pay, while on sick leave, or while  
8 receiving Workers' Compensation payments, employees shall not function as  
9 FOP representatives.
- 10 5.6 The investigation, handling or adjustment of grievances shall be conducted by  
11 employees and/or FOP representatives during non-working hours. Management,  
12 at its discretion, may conduct a grievance hearing, at any step of the grievance  
13 procedure, during working hours.
- 14 5.7 Up to three (3) employees in any one (1) instance who are members of the FOP  
15 may be granted time off by the Chief of Police or designee to attend FOP  
16 business without loss of straight time pay or benefits by using pool time,  
17 provided:
- 18 A. A written request for use of FOP Pool Time is submitted to the employee's  
19 supervisor in advance of time off. It is further provided that as much  
20 notice as possible must be given in order to use pool time.
- 21 B. The Chief of Police shall have the right to restrict the number of persons  
22 off for FOP Pool Time to a single individual when an emergency condition  
23 exists or staffing on shift is such that time off from work would create a  
24 clear and present danger to public safety. This provision authorizes the  
25 Chief of Police not only to refuse FOP Pool Time, but to revoke previously  
26 authorized time off for FOP business, except for a single individual, when  
27 an emergency condition exists and/or such time off from regular  
28 assignments would create a clear and present danger to public safety.
- 29 C. The City shall donate 200 work hours to the FOP Time Pool each fiscal  
30 year to be used only in accordance with paragraph 5.11 and in conducting

1 business for City of Gainesville FOP members. These hours shall not  
2 carry over from one year to the next.

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

11 5.9 Charges against the FOP Business Time Pool shall only be made when signed  
12 by the Chair, Executive Vice Chair or Membership Vice Chair of the FOP. If the  
13 FOP Time Pool shall become depleted, anyone engaging in FOP activities  
14 during his/her working hours shall do so without pay, unless otherwise provided  
15 in this Agreement.

16 5.10 A record of all time donated and drawn against the above pool shall be kept by  
17 the Police Department and the FOP. The FOP shall indemnify, defend and hold  
18 the City harmless against any and all claims made and against any suits  
19 instituted against the City on account of the City complying with any of the  
20 provisions of this Article.

21 5.11 An FOP representative shall be granted pool time to attend public budget  
22 hearings or resolution of impasse hearings before the City Commission and  
23 State Board meetings of the Fraternal Order of Police.

24 5.12 Any employee-donated hours will be used before City-donated hours and may  
25 be carried over from year to year.

26 5.13 The FOP may, at its own expense, place one bulletin board at a mutually agreed  
27 upon location, not to exceed approximately four feet (4') by three feet (3') in size  
28 for the following notices only:

- 29 A. FOP literature;
- 30 B. Notices of FOP meetings;

- 1 C. FOP elections;
- 2 D. Reports of FOP Committees;
- 3 E. Recreational and social affairs of the FOP;
- 4 F. Notices by Public bodies; and
- 5 G. Other written material which first has been submitted in accordance with
- 6 paragraph 5.14 below.

7  
8 Additionally, the City will allow posting to an electronic bulletin board on the  
9 Gainesville Police Department's intranet, via the Office of the Chief of Police, for  
10 the same notices as above.

11 5.14 Prior to posting, copies of all material described in Section 5.13 shall be signed  
12 by an elected officer of the FOP and submitted to the Human Resources Director  
13 or designee for his/her signature. Any materials which are not in conformance to  
14 this Article may be removed from the physical bulletin board or not posted to the  
15 electronic bulletin board, at the discretion of the City. All material being posted  
16 shall be sent to the Chief of Police or his designee at the same time as it is sent  
17 to Human Resources.

18 5.15 No material, notices or announcements shall be posted which contain anything  
19 political, controversial or anything adversely reflecting upon the City, any of its  
20 employees, or any labor organization among its employees. No materials,  
21 notices or announcements which violate the provisions of this Article shall be  
22 posted. Any violation of this Article by the Union, or its representatives, shall  
23 entitle the Chief of Police or his/her designated representative to remove the  
24 material from the bulletin boards. The Union President shall be advised of such  
25 action.

26 5.16 It is acknowledged by the Union that the purpose of the Information Book used at  
27 roll call is to conduct City business, however, at the sole discretion of the Chief of  
28 Police or his/her designee, the FOP may include information of interest to the  
29 general membership, as defined in 5.13 above, in this Information Book with the  
30 understanding that the definition of acceptable information in 5.13(G) may be

1 different from that which is acceptable for posting on the FOP bulletin board.  
2 Such information shall be limited to one (1) page.

3  
4 **ARTICLE 6**  
5 **GRIEVANCE PROCEDURE**

6 6.1 A grievance is defined as a claim reasonably and suitably founded concerning  
7 the alleged violation of the interpretation and/or application of the express  
8 provisions of this Agreement. Any grievance filed shall systematically follow the  
9 grievance procedure as outlined herein and shall adequately set forth the facts  
10 pertaining to the alleged violation.

11 6.2 Rules for Grievance Processing:

12 It is agreed:

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

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

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

23 D. In computing time limits under this Article, Fridays (Step Three only),  
24 Saturdays, Sundays and City-designated Holidays shall not be counted  
25 except where it is specified by calendar days.

26 E. In settlement of any grievance resulting in retroactive adjustment, such  
27 adjustment shall be limited to ten (10) days prior to the date of the filing of  
28 the grievance except in the case where the compensation of an employee  
29 is set or computed in error, then guidelines established in the City

1 Manager's Administrative Procedure No. 2A, in effect on 9/13/04, will be  
2 followed.

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

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

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

10 (3) The remedy or correction requested.

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

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

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

26 J. Where a grievance is general in nature in that it applies to a number of  
27 members rather than a single member and those members work for more  
28 than one Sergeant, such grievance shall be presented in writing directly to  
29 the Chief of Police (Step Two) within the time limits provided. The

1 grievance shall be signed by the aggrieved members or a representative  
2 of the FOP.

3 6.3 Steps in the Grievance Process:

4 STEP ONE: An employee who has a grievance may, with or without FOP  
5 representation, submit it in writing to the Bureau  
6 Commander (Lieutenant or Captain as the case may be).  
7 The Bureau Commander shall hold a meeting within ten (10)  
8 days of receipt of the grievance and give a written response  
9 to the employee within ten (10) days after holding such  
10 meeting. The aggrieved employee, upon his/her request,  
11 may be accompanied at this meeting by the FOP  
12 representative. A grievance which involves a disciplinary  
13 action authorized by the Chief may be appealed directly to  
14 the second step of the grievance procedure.

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

23 STEP THREE: If the appeal is not settled at Step 2, the aggrieved  
24 employee or the FOP may submit a written appeal to the  
25 City Manager within ten (10) days after the Step 2 answer  
26 was due and shall be signed by the employee and the FOP  
27 representative. Any discharged employee who has  
28 completed his/her probationary period or the Fraternal Order  
29 of Police shall have the right to appeal said discharge  
30 directly to the third step of the grievance procedure provided

1 such appeal is made within ten (10) days from the effective  
2 date of such action, computed in accordance with Section  
3 6.2(D). The City Manager or designee shall hold a meeting  
4 within ten (10) days of receipt of the request and give a  
5 written response to the employee and the FOP within ten  
6 (10) days after holding such meeting.

7 6.4 If the grievance is not settled in accordance with the foregoing procedure, the  
8 FOP may request arbitration by serving written notice of intent to appeal on the  
9 office of the City Manager and the Human Resources Director no later than ten  
10 (10) days after receipt of the City's response in Step 3 together with a written  
11 statement of the specific provision(s) of this Agreement at issue. If the grievance  
12 is not appealed to arbitration within said ten (10) days, the City's Step 3 answer  
13 shall be final and binding upon the aggrieved employee and the FOP.

14 6.5 Within ten (10) days after receipt of the appeal to arbitration, the parties shall  
15 jointly request the Federal Mediation and Conciliation Service (FMCS), the sole  
16 function of FMCS being to assist in the selection of the arbitrator, to furnish a  
17 panel of five (5) impartial arbitrators particularly skilled in matters involving local  
18 government employee relations. Both the City and the FOP shall have the right  
19 to strike two (2) names from the panel. Within ten (10) days after receipt of the  
20 list, the parties shall meet and alternately cross out names on the list. Lot  
21 chance shall determine who shall cross out first. The remaining person shall be  
22 the arbitrator. FMCS shall be notified of the selection, following instructions on  
23 the FMCS form, within ten (10) days of the selection being made. The arbitrator  
24 shall be notified of his/her selection, following instructions from FMCS, within ten  
25 (10) days of receiving those instructions by a joint letter from the City and the  
26 FOP requesting that he/she set a time and place, subject to the availability of the  
27 City and FOP representatives.

28 6.6 The arbitration shall be conducted under the rules set forth in this Agreement,  
29 not under the Rules of the FMCS. The arbitrator shall have no authority to  
30 modify, amend, ignore, add to, subtract from or otherwise alter or supplement

1 this Agreement or any part thereof or any amendment thereto. The arbitrator  
2 shall consider and decide only the specific issue(s) submitted to him/her in  
3 writing by the City and the FOP and shall have no authority to consider or rule  
4 upon any matter which is stated in this Agreement not to be subject to the  
5 arbitration, which is not a grievance as defined in Section 6.1, or which is not  
6 specifically covered by this Agreement. The arbitrator may not issue declaratory  
7 or advisory opinions and shall be confined exclusively to the question which is  
8 presented to him/her, which question must be actual and existing. The arbitrator  
9 shall submit in writing his/her decision within thirty (30) days following the close  
10 of the hearing or the submission of briefs by the parties, whichever is later,  
11 provided that the parties may mutually agree in writing to extend said limitation.  
12 Consistent with this section, the decision of the arbitrator shall be final and  
13 binding.

14 6.7 The expense of arbitration, including the cost of the arbitration panel from FMCS  
15 and the compensation expenses of the arbitrator, shall be shared equally by the  
16 parties to the arbitration.

17 6.8 Each party shall be responsible for the expense or expenses of any witness or  
18 witnesses it calls.

19 6.9 The cost of any transcript shall be borne solely by the party requesting it.

## 20 **ARTICLE 7**

### 21 **NON-DISCRIMINATION**

22  
23 7.1 Employees of the City shall have the right to form, join and participate in, or to  
24 refrain from forming, joining and participating in any employee organization of  
25 their own choosing. No employee shall be intimidated, restrained, coerced or  
26 discriminated against by either the City or the FOP because of the exercise of  
27 these rights.

28 7.2 The City and the FOP shall apply the provisions of this Agreement equally to all  
29 employees without discrimination because of age, sex, race, color, religion,  
30 national origin, political affiliation, disability, marital status, sexual orientation,



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

7 7.3 The use of masculine or feminine gender in this Agreement shall be construed  
8 as including both genders.

## 10 **ARTICLE 8**

### 11 **DISCHARGE AND DISCIPLINE**

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

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

- 1 8.3 Disciplinary actions involving discharge, demotion and suspensions with loss of  
2 pay are subject to the grievance provisions of this Agreement. Employee  
3 Notices (Written instructions and cautionings) are subject to the grievance  
4 provisions of this Agreement.
- 5 8.4 Written warnings (counseling forms, IOC's, performance infractions) or verbal  
6 warnings are not subject to the grievance provisions of this Agreement. Such  
7 warnings are not to be considered "first offenses" for purposes of progressive  
8 discipline.
- 9 8.5 Any discharged employee who has completed his/her probationary period or the  
10 Fraternal Order of Police shall have the right to appeal said discharge directly to  
11 the third step of the grievance procedure provided such appeal is made within  
12 ten (10) days from the effective date of such action, computed in accordance  
13 with Section 6.2(D).
- 14 8.6 The discharge, discipline, demotion, layoff or suspension of probationary  
15 employees on initial hire or rehire shall not be subject to the grievance procedure  
16 of this Agreement.
- 17 8.7 An officer shall not be required to respond in writing to an anonymous complaint  
18 of a non-criminal nature concerning an officer's alleged conduct toward a citizen,  
19 which complaint is made solely by the citizen in question and shall be  
20 investigated on a verbal basis unless and until some corroborating evidence is  
21 obtained.
- 22 8.8 When imposing incremental discipline, the Chief will not use prior infractions of  
23 the same rule that have occurred more than two years from the date of the  
24 current violation under consideration.  
25 However, the above 8.8 may be considered as a part of the overall disciplinary  
26 record when used as justification for discharge.
- 27 8.9 An employee, upon request, shall be entitled to FOP representation at  
28 disciplinary interviews or conferences in accordance with law and 6.2 (G) of this  
29 Agreement.

- 1 8.10 There shall be only one official personnel file for each employee and it shall be  
2 maintained in the Human Resources department. Employees will be given a  
3 copy of any disciplinary action placed in the employee's official personnel file.  
4 This article shall follow all guidelines as established by Florida law. Any  
5 employee disagreeing with a disciplinary action placed in such file shall be  
6 allowed to have his/her views regarding such action placed in the file. An  
7 employee will have the right to review his/her own official personnel file at  
8 reasonable times under proper supervision.
- 9 8.11 I.A. investigations for violations of offenses determined by the Department to be  
10 minor, should be completed within forty-five (45) days from the issuance of  
11 notice of allegation of misconduct to the member determined to be the subject of  
12 an I.A. investigation. Notice will be provided by I.A. to the employee in writing or  
13 via electronic means which will serve as the notification that an investigation is  
14 being conducted on him/her. At the end of forty-five (45) days, if the  
15 investigation is not completed for reasonable grounds, the individual under  
16 investigation is to be notified with the reason for extension in writing or via  
17 electronic means. Extensions of minor investigations may be extended an  
18 additional forty-five (45) days after such notification.
- 19 8.12 I.A. investigations for violation of offenses determined by the Department to be  
20 major should be completed within ninety (90) days from the issuance of notice of  
21 allegation of misconduct to the member determined to be the subject of an I.A.  
22 investigation. Notice will be provided by I.A. to the employee in writing or via  
23 electronic means which will serve as the notification that an investigation is being  
24 conducted on him/her. At the end of the ninety (90) days, if the investigation is  
25 not completed for reasonable grounds, the individual under investigation is to be  
26 notified with the reason for extension in writing or via electronic means.  
27 Extension of major investigations may be extended an additional sixty (60) days  
28 after such notification.
- 29 8.13 The running of the limitations period in this article is tolled:

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

16 8.14 The Chief of Police may determine that an Internal Investigation would be  
17 compromised by notification of either an allegation of misconduct or reasons for  
18 extending an investigation. In either case, time limits identified in 8.11/8.12 shall  
19 not be applicable.

20 8.15 When an allegation of employee misconduct is made against a non-probationary  
21 bargaining unit member, the City will ensure the allegation is reduced to writing  
22 and, when practicable, the complaint will be made under oath. If the allegation  
23 of employee misconduct is criminal in nature, the complaint will be under oath.

24 8.16 In an effort to provide an intermediate disciplinary action step between written  
25 instruction and cautioning and actual suspension of an employee (where that  
26 employee suffers a loss of pay), at the sole discretion of the Chief of Police  
27 he/she may impose the forfeiture of vacation leave time in lieu of suspension  
28 without pay.

29

1 **ARTICLE 9**

2 **VACATIONS**

3 9.1 Regular and probationary full-time employees covered by this Agreement shall  
4 accrue vacation leave based on their date of regular employment and shall be  
5 limited to the following schedule:

<u>Years of Continuous Service:</u>	<u>Time Accrued</u>
6 1 to 5 years 7 (1 month thru 59 months)	80 hours per year
9 5 to 10 years 10 (60 months thru 119 months)	96 hours per year
11 10 to 15 years 12 (120 months thru 179 months)	120 hours per year
13 15 to 20 years 14 (180 months thru 239 months)	136 hours per year
15 20 years to 25 years 16 (240 months thru 299 months)	168 hours per year
17 25 years or more 18 (300 months or more)	176 hours per year

19 9.2 The maximum number of vacation hours that employees covered by this  
20 Agreement are allowed to have as of the anniversary of their adjusted service  
21 date are as follows:

<u>Years of Continuous Service</u>	<u>Maximum Hours</u>
22 1 to 5 years	180
23 over 5 years	240

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

- 1 9.3 Vacation leave shall continue to accrue during periods of absence in which the  
2 employee is in pay status.
- 3 9.4 Paid vacation leave may not be taken during the initial six (6) months of  
4 employment or re-employment. After this initial six (6) months period, vacation  
5 leave may be taken with Chief of Police or equivalent approval. The City shall  
6 ensure that no member is unreasonably denied earned vacation.
- 7 9.5 Should a holiday occur during an employee's vacation, that day shall be charged  
8 as a holiday.
- 9 9.6 Employees shall not be paid for vacation leave earned in lieu of taking a  
10 vacation, except as provided in 9.9 and 9.11.
- 11 9.7 Vacation leave shall not be granted in advance of being earned. If an employee  
12 has insufficient vacation leave credit to cover a vacation leave, the employee  
13 shall be in a no-pay status.
- 14 9.8 Employees who are transferred from one department to another shall have their  
15 vacation leave credits transferred with them.
- 16 9.9 Upon entry into the DROP, employees shall be entitled to compensation for any  
17 earned but unused vacation leave that is pensionable, at the employee's straight  
18 time rate of pay. Upon termination of employment, the employee shall be  
19 entitled to compensation for any earned but unused vacation leave to his/her  
20 credit at the time of termination at the employee's regular straight time rate of  
21 pay. This does not apply to employees having less than six (6) months service.  
22 The employee's official termination date shall be the last day of active  
23 employment and shall not be extended due to payment for unused vacation time.
- 24 9.10 If an employee is called back to work during his/her vacation period, the  
25 employee shall be allowed to reschedule with special consideration any vacation  
26 time lost as a result of the call back.
- 27 9.11 On or about the employee's hire date or adjusted service date, employees  
28 covered by this Agreement shall be permitted to sell back up to seventy (70)  
29 hours of accrued vacation leave to the City at the employee's regular straight  
30 time hourly rate. No employee shall be permitted to sell back accrued vacation

1 leave if he/she has less than eighty (80) hours of vacation leave. The employee  
2 shall not be permitted to sell back accrued vacation leave if selling back such  
3 time brings the employee's total time below eighty (80) hours.  
4

5 **ARTICLE 10**  
6 **HOLIDAYS**

7 10.1 Nothing in this Agreement will be interpreted to restrict the right of the City to  
8 determine the number and types of employees who will work on a holiday. No  
9 employee will be entitled to work on a holiday unless directed to do so by the  
10 City, nor will an employee be entitled to any pay except holiday pay for any  
11 holiday on which the employee did not work. The City observes the following  
12 paid holidays, but reserves the right to schedule work on these days. Regular  
13 full time employees covered by this Agreement are entitled to nine (9) paid  
14 holidays as listed in 10.1 and 10.2:  
15

16	New Year's Day	January 01
17	Martin L. King, Jr.'s Birthday	Observance Date
18	Memorial Day	Last Monday in May
19	Independence Day	July 04
20	Labor Day	First Monday in September
21	Veteran's Day	Observance Date
22	Day after Thanksgiving	Friday after Thanksgiving
23	Thanksgiving Day	Fourth Thursday in November
24	Christmas Day	December 25

25  
26 Holidays shall be observed on the observance date as established by the City,  
27 except for those employees who are scheduled to work on a Saturday or Sunday  
28 on which the actual holiday falls; they shall observe the actual date. Employees  
29 assigned to administrative duties shall observe the Managerial Holiday schedule.  
30

1 10.2 Employee's Option Days

2 Three (3) Employee's Option Days as follows: The City agrees to provide three  
3 (3) non-cumulative employee's option days during the fiscal year to all  
4 employees covered by this Agreement who have achieved regular status or who  
5 have completed the first six (6) months of an initial probationary period in a  
6 regular position. These days must be taken as normal work days and must be  
7 taken during the fiscal year in which the employee became eligible, after he/she  
8 attains eligibility, provided the days selected by the employee have prior  
9 Department Head or equivalent approval. Said days shall not be used for the  
10 purpose of overtime. 10.3 Whenever a holiday as listed section 10.1 occurs on  
11 an employee's scheduled day off and the employee does not work thereon, the  
12 employee shall receive another day off with pay within the same fiscal year or  
13 within 120 days after said holiday, whichever is later. Hours compensated shall  
14 match the scheduled holiday work hours of the employee.

15 10.4 Whenever a holiday as listed in Section 10.1 occurs on an employee's regularly  
16 scheduled work day or the employee is required to work on a holiday on his/her  
17 scheduled day off, unless subject to overtime rates as provided in Article 14 –  
18 Premium Pay, the employee shall receive straight time for the hours worked and  
19 receive another day off with pay; or the employee may elect to receive two times  
20 their regular straight time pay for scheduled hours worked, and their regular  
21 straight time pay for any hours worked in excess of their scheduled shift, with no  
22 day off. Unless the employee declares seven calendar days prior to the holiday  
23 that they want to receive only pay for the hours worked, they shall receive their  
24 straight time rate of pay for all hours worked, and another day off. The day off  
25 shall be taken within the same fiscal year or within 120 days after said holiday,  
26 whichever is later. There shall be no pyramiding to this section in the  
27 computation of overtime.

28  
29



1 10.5 Failure to report for work on a holiday after having been scheduled to work on  
2 such holiday shall be just cause for denial of holiday pay and may result in  
3 disciplinary action being taken.

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

8  
9 **ARTICLE 11**  
10 **HOURS OF WORK**

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

19 11.2 **BASIC WORK PERIOD**

20 A. The work period for all employees covered by this Agreement, except as  
21 otherwise designated by the Chief of Police or as provided for in 11.2B or  
22 in 32.1, shall consist of a period of fourteen (14) consecutive days, and  
23 the basic work week shall consist of four ten-hour shifts (4x10).

24 B. The work period for Operations personnel who are assigned to Patrol  
25 functions within the Operations Bureau, shall consist of a period of twenty-  
26 eight (28) consecutive days. Additionally, the basic work schedule shall  
27 consist of an 11 hour, 25 minute day.

28 C. For purposes of this Agreement, a shift means the time during which an  
29 employee is on assigned duty. A shift for employees covered by this  
30 Agreement will be those prescribed by the Chief of Police or his/her

1 authorized designee. Shift pick will be done by time in rank, and then by  
2 overall seniority.

- 3 D. If there is any change in the normal weekly work schedule of an  
4 employee, he/she will receive, when possible, one (1) week prior  
5 notification. If there is a change in the normal weekly work schedule of an  
6 employee due to a group shift change, the group shall receive at least two  
7 (2) weeks prior notification. Members who receive specialty pay may  
8 receive shorter notice due to circumstances, in which as much notice as  
9 reasonably practicable will be given.

### 10 11.3 EXCHANGE OF HOURS OF WORK

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

- 16 A. No employee shall be permitted to have another employee substitute for  
17 him/her except for periods of short duration and, in no case, in excess of  
18 two (2) consecutive work shifts. Further, the exchange of time shall not  
19 result in any employee working back-to-back shifts.
- 20 B. The City shall compensate the employee who was scheduled to work in  
21 the amount he/she would have earned had he/she worked and shall in no  
22 manner be liable for any wages for the hours worked by the substitute  
23 employee.
- 24 C. The hours worked by the substitute employee shall not be considered  
25 hours worked by or paid for to the substitute employee.
- 26 D. The exchange of time shall not cause the City overtime or premium pay or  
27 other inconvenience.
- 28 E. The exchange of time shall be because of the employee's desire or need  
29 to attend to personal matters and shall not be used for other outside  
30 employment activities.

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

3 G. An employee who has agreed to substitute for another employee and fails  
4 to report for the agreed duty assignment, will be subject to disciplinary  
5 action.

6 **11.4 LUNCH**

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

11 **ARTICLE 12**

12 **SICK LEAVE**

13 **12.1** Newly hired employees earn sick leave at the rate of forty-eight (48) hours  
14 annually until their second anniversary. After two (2) years of service employees  
15 will earn sick leave at the rate of seventy-two (72) hours annually. After four (4)  
16 years of service, employees will earn sick leave at the rate of ninety-six (96)  
17 hours annually.

18 **12.2** Sick leave will be granted upon approval of the Department Head/designee for  
19 the following reasons:

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

23 B. For personal medical and dental appointments.

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

29 D. An employee may use up to twelve (12) days of accrued sick leave or fifty  
30 percent (50%) of the employee's currently accrued sick leave, whichever

1 is greater, for illness of a member of an employee's immediate family  
2 (defined as spouse, certified or registered domestic partner, dependent  
3 child(ren), mother or father) living in the same domicile or dependent  
4 children not living in the same domicile. For the purpose of this article,  
5 dependent children are defined as the employee's unmarried, natural,  
6 adopted, or step-child(ren), or a child for whom the employee has been  
7 appointed legal guardian or legal custodian, or the natural or adopted  
8 child(ren) of the employee's current certified or registered domestic  
9 partner, who are under the age of 19; or if over the age of 19 meet the  
10 criteria for dependency as defined in the City's health insurance policy; or  
11 who are handicapped children as defined in said policy. Management  
12 may require confirmation of the illness from the employee by furnishing a  
13 doctor's certificate, or any other means deemed appropriate.

14 The City Manager/designee may waive restrictions on the amount of time  
15 that may be used under this paragraph if he/she finds special  
16 circumstances exist.

- 17 12.3 All employees are required to notify the designated supervisor on duty as early  
18 as possible. In the case of non-shift employees, no later than the starting of  
19 his/her scheduled workday and in the case of shift employees, no later than sixty  
20 (60) minutes prior to the starting of his/her scheduled workday, when he/she is  
21 unable to report for work because of illness or injury, giving the reason for  
22 absence. Employees failing to comply with this provision shall not be allowed to  
23 charge their absence to sick leave unless waived by the Department Head. All  
24 shift employees will notify the designated supervisor at least one (1) hour in  
25 advance of the intent to return to work following absence due to illness or injury  
26 of more than two (2) days. Sick leave will not be granted for any sickness, injury  
27 or disability arising from a felony or from a misdemeanor involving moral  
28 turpitude on the part of the employee. Sick leave will be charged only against  
29 employee's regular workday and shall not be charged for absences on overtime

1 or standby time. It shall be the mutual obligation of the City and the FOP to  
2 cooperate with each other in order to prevent abuse of sick leave.

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

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

24 C. The employee may be required by the appropriate Department Head, or  
25 his/her designee, to obtain a written statement of diagnosis verifying  
26 illness or injury from the City's doctor prior to returning to work. Expenses  
27 of obtaining a statement from the City's doctor shall be borne by the City.  
28 Expenses of a doctor other than the City's doctor, if any, resulting from  
29 verification of illness or injury, shall be the responsibility of the employee.

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

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

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

20 12.5 Sick leave may be charged in increments of less than two (2) hours with prior  
21 approval by the Department Head/designee. Sick leave shall not be granted in  
22 advance of being earned. Vacation leave may be used in lieu of sick leave;  
23 however, the employee shall be considered sick and not on vacation and the  
24 time used shall be treated as sick leave for all purposes. When an employee  
25 has insufficient sick leave credit to cover a period of absence, vacation leave will  
26 be used and, if none is available, the employee shall be in a no pay status.

27  
28 This paragraph pertains to unscheduled absences and is not intended to prevent  
29 advanced scheduling of vacation as outlined in Article 14, Section 14.4.

1 12.6 Should a holiday occur during the employee's sickness, it shall be the option of  
2 the employee to be charged with a sick day or holiday if the sickness includes  
3 two or more consecutive workdays immediately preceding and/or following the  
4 holiday.

5 12.7 Sick leave shall continue to accrue during the periods of absence in which the  
6 employee is in pay status.

7 12.8 Employees who are transferred from one department to another shall have their  
8 sick leave credits transferred with them.

9 12.9 Unused sick leave is forfeited upon termination from the City's service.

10 12.10 Employees taking sick leave shall be compensated at their straight time hourly  
11 rate of pay as set forth in Exhibit I (pay plan) for the time off work.

12 12.11 The sick leave incentive award will be given by the City to employees who use  
13 little or no sick leave, or vacation in lieu of sick leave, during a period of one (1)  
14 year. Eligibility for the incentive award shall be based on:

- 15 1. Adjusted service date.
- 16 2. The amount of sick leave, or vacation in lieu of sick leave, used in the  
17 previous year of service.

18 12.12 The incentive award will be credited to an employee's accrued vacation leave  
19 and may be used as set forth in Article 9. The incentive award is computed on  
20 the following basis for each year of eligibility:

21 Sick Leave, or Vacation in	Work
22 <u>Lieu of Sick Leave, Used</u>	<u>Hours Awarded</u>
23 2 hrs or less	32
24 More than 2 thru 10	24
25 More than 10 thru 20	16
26 More than 20	None

27 12.13 Any sick leave appearing on the employee's record in the Human Resources  
28 Department that is accrued and unused on or before June 30, 2013 may be  
29 converted to additional service credit for determining pension benefits, except as

1 provided below. Each such day of unused sick leave shall be converted to one  
2 (1) full day of additional employment service credit, unless otherwise provided.

3  
4 For service earned by members on or after July 1, 2013, no additional months of  
5 service shall be credited for unused sick leave earned on or after July 1, 2013.  
6 In calculating credited service on or after July 1, 2013, the lesser number of  
7 months between the additional months of service credited for unused sick leave  
8 earned on or before June 30, 2013, and months of unused sick leave available  
9 to members at the time of their retirement shall be used.

10  
11 12.14 For employees whose most recent hire date is on or after June 20, 2013, the  
12 maximum accumulated unused sick leave shall not exceed 1,040 hours.  
13 Employees with sick leave balances above the cap shall have their balances  
14 reduced to the maximum allowed during the pay period in which the anniversary  
15 of their adjusted service date occurs.

## 16 17 **ARTICLE 13**

### 18 **BEREAVEMENT LEAVE**

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

25 13.2 For the purpose of this Article, the following relationships shall be considered  
26 immediate family: father, mother, foster parent, brother, sister, spouse, certified  
27 or registered domestic partner, son, daughter, natural or adopted children of  
28 registered domestic partner, current father-in-law, father of certified or registered  
29 domestic partner, current mother-in-law, mother of certified or registered  
30 domestic partner, grandfather, grandmother, current step-mother, current step-



1 father, current certified or registered domestic partner of employee's natural  
2 mother or father. Step children and foster children of the employee, spouse or  
3 certified or registered domestic partner if living in the same domicile.

4 13.3 Employees taking bereavement leave shall be compensated at their straight time  
5 hourly rate of pay, as set forth in Exhibit I (Pay Plan) for the time off work.

6 13.4 Bereavement leave must be taken within five (5) days of the death, funeral, or  
7 memorial service.

8  
9 **ARTICLE 14**

10 **PREMIUM PAY**

11 14.1 The provisions of this Article are intended to provide a basis for determining the  
12 number of hours of work for which an employee shall be entitled to be paid at  
13 premium rates.

14  
15 There shall be no duplication or pyramiding in the computation of overtime, call-  
16 out pay or court pay and nothing in this Agreement shall be construed to require  
17 the payment of overtime more than once for the same hours worked.

18 14.2 All overtime shall be authorized by the Chief of Police or other designated  
19 managerial employee(s), if such authority has been specifically delegated to  
20 him/her/them. Opportunities to work scheduled overtime will be distributed  
21 equally as is practicable among employees, provided the employee is qualified to  
22 perform the specific overtime work required.

23 14.3 A. Only authorized and approved work performed in excess of one hundred  
24 sixty (160) hours in a twenty-eight- (28-) day work period for all employees  
25 assigned to said work period shall be paid at the premium rate of one and  
26 one-half (1½) times the employee's straight time hourly rate of pay as set  
27 forth in Exhibit I. Further, nothing herein shall require the payment of time  
28 and one-half (1½) when an insubstantial amount of time is worked in  
29 excess of the normal workday. For the purpose of this Article, an

1 insubstantial amount of time shall be considered any period of time less  
2 than seven (7) minutes.

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

12 C. All employees in positions eligible for overtime shall receive pay for  
13 attending "Community Policing Events" as defined by the Chief of Police  
14 or Designee (e.g., crime watch meeting, neighborhood cleanup, National  
15 Night Out, etc.) in accordance with the following:

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

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

28 D. When an off-duty employee covered by this Agreement is directed by a  
29 supervisor to place a telephone call in furtherance of City business, and  
30 the employee engages in the directed telephone activity for more than an

1 insubstantial amount of time in any particular instance, then, after  
2 supervisory verification of the necessity and duration of the call (such may  
3 include obtaining statements from the participants to the phone call), the  
4 time involved in such telephone call shall be considered authorized and  
5 approved work within the meaning of this section.

6 E. In lieu of being paid overtime as described in this article an employee,  
7 with approval of the shift supervisor, may adjust his/her schedule within  
8 the same work period on an hour-for-hour basis.

9 14.4 Vacations, holidays and all other paid leaves, except sick leave or hours  
10 compensated for as call-out, shall count as hours worked for the purpose of  
11 computing overtime. However, all above paid leave shall not count as hours  
12 worked for the purpose of computing overtime when the entire regularly  
13 scheduled workweek is charged as either vacation, holiday or any one type of  
14 paid leave or any combination of paid leave. All vacation leave shall count as  
15 hours worked when an employee is required to work overtime.

16 14.5 CALL-OUT

17 A. All employees in a position eligible for overtime are entitled to “call-out”  
18 pay if he/she is ordered to and does report with less than sixteen (16)  
19 hours notice. Such employee shall receive the premium rate for all such  
20 unscheduled hours that he/she actually works, with a minimum guarantee  
21 of three (3) hours at such rate.

22 B. All employees in a position eligible for overtime are entitled to a minimum  
23 of two (2) hours of work adjustment time if he/she is ordered to and does  
24 report with more than sixteen (16) hours notice. Such time shall be taken  
25 within the work period. It is understood that only hours compensated for  
26 shall be counted toward hours worked for the purpose of computing  
27 overtime. A grievance involving this subsection may only be grieved to  
28 the second step of the grievance procedure.

1 14.6 STAND-BY

2 Employees assigned to mandatory standby status for one calendar week at a  
3 time will be paid \$100.00 for each such week of standby. If the mandatory  
4 standby is for less than one week, then the \$100 shall be prorated. Mandatory  
5 standby will normally be on a weekly basis.

6 14.7 OUT OF CLASS

7 Employees assigned by their Department Head or his/her designee to work out-  
8 of-class as a Lieutenant for a full shift shall be paid ten percent (10%) above  
9 their base rate of pay, but not to exceed the maximum rate of pay assigned to  
10 the higher classification. Employees assigned by their Department Head or  
11 his/her designee to work out-of-class as a Sergeant for at least forty (40)  
12 consecutive hours, and for any consecutive hours in excess of forty (40),  
13 including holidays, shall be paid five percent (5%) above their base rate of pay  
14 for each full shift of such assignment.

15 14.8 COURT TIME

16 A. Employees shall receive court pay in the following manner:

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

22 2. When the court appearance begins and ends while off duty, they  
23 shall retain the witness fee and receive premium pay for court time  
24 with a minimum payment of three (3) hours in addition to the  
25 witness fee.

26 3. A telephone deposition of the employee while off duty shall be  
27 compensated with a minimum of one hour's pay.

28 4. An employee placed on on-call status for court duty, while off duty,  
29 shall receive a minimum of three (3) hours premium pay for each  
30 date that they are required to serve such on-call. For purposes of



1 15.2 Bargaining unit employees who are assigned by the City and who perform the  
2 above-stated special duties shall receive, in addition to their base rate of pay,  
3 specialty pay at the rate of sixty dollars (\$60.00) per month.

4 15.3 Employees who are assigned by the City and perform the duties of Field Training  
5 Officer (being assigned an officer to train), shall receive \$1.8750 per hour in  
6 addition to any other specialty pay they may receive.

7 15.4 Employees who are assigned by the City, to perform the duties of a helicopter  
8 pilot shall receive, in addition to his/her base rate of pay, Special Duty pay at the  
9 rate of \$833.33 per month. This Special Duty pay shall not be used in the  
10 computation of overtime or for any other purpose, except that such pay is  
11 pensionable.

12  
13 **ARTICLE 16**  
14 **LONGEVITY PAY**

15 16.1 Rates.

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

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

20 (1) Twenty (20) years and not more than twenty-five (25) years -- five percent  
21 (5%) of base pay; and,

22 (2) In excess of twenty-five (25) years -- six percent (6%) of base pay.

23 16.2 Base Pay - Defined.

24 The base pay of each eligible employee shall be the amount of base pay as  
25 indicated on the applicable Pay Plan as of the first full pay period in January and  
26 July of each year which such employee is entitled to draw from the City on the  
27 first day of January or July of each year, immediately preceding the January or  
28 July in which longevity payment is actually made, exclusive of any overtime,  
29 longevity, incentive or other type pay.

30 16.3 Establishment of Eligibility.

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

14 **16.4 Continuity of Service; Exceptions.**

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

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

28 **16.5 Separation from Service.**

29 In the event any eligible employee dies, retires or is separated from the service  
30 of the City for any reason, he/she shall be paid his/her longevity pay from the

1 date of the last payment of longevity pay to him/her, to the end of the month  
2 preceding the month in which such person dies, retires or is separated from the  
3 service of the City.

4 16.6 Calculation of Payment.

5 A. Normal payments - in general.

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

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

18 B. Proration

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

21 In the event an employee's anniversary of his/her adjusted service date  
22 for longevity purposes falls within any six (6) month period for which the  
23 employee is being paid under the provisions hereof, then the number of  
24 full months service in such period after the said employee's anniversary of  
25 his/her adjusted service date shall be computed at the higher rate  
26 indicated above and the remainder of the months shall be calculated at  
27 the lower rate indicated above. (Example: if an employee hired out as a  
28 regular full-time employee with the City on January 13, 1978, the  
29 employee's twenty (20) year anniversary of his/her adjusted service date  
30 would be on January 13, 1998. For the payment in July 1998, the



1 employee would receive payment for January 1998, calculated at the four  
2 percent (4%) rate and for February, March, April, May and June 1998,  
3 calculated at five percent (5%) rate.)

4  
5 **ARTICLE 17**

6 **HOSPITALIZATION AND LIFE INSURANCE**

7 17.1 Any future premium increases in Health Insurance shall be shared equally by the  
8 employee and the employer; provided that the employee shall not pay more than  
9 twenty percent (20%) of the total premium for Employee only coverage.

10 17.2 Regular part-time employees shall pay bi-weekly for Health Insurance on a three  
11 quarter (¾) or one-half (½) time based upon the budgeted level of their part-time  
12 position.

13 17.3 The City, during the term of this Agreement, will pay one hundred percent  
14 (100%) of the premium cost for life insurance.

15 17.4 The City may open this article at anytime during the term of this agreement with  
16 thirty (30) days' notice to the FOP.

17 17.5 Employees covered by this Agreement who retire during the term of this  
18 Agreement shall receive the Retiree Insurance Benefit as described below,  
19 ending the month of September, 2016, unless changes to said Benefit described  
20 below are negotiated in accordance with Chapter 447, Florida Statutes. After the  
21 month of September, 2016, unless changes to said Benefit described below are  
22 negotiated in accordance with Chapter 447, Florida Statutes, the City shall have  
23 no obligation whatsoever to make any payment for any retiree insurance  
24 benefits, described below, or as provided by any ordinance of the City of  
25 Gainesville or otherwise provided for any employee covered by this Agreement.  
26 The City's contribution towards a monthly premium shall be determined as  
27 follows:

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

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

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

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

11 (b) Disability retirement. The amount that the city will contribute towards the  
12 required premium, for covered employees who became retirees based  
13 upon an application for disability retirement submitted after the effective  
14 date of this Section 17.5 will be:

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

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

28 (3) For approved disabilities other than "in-line-of-duty", the city will  
29 contribute 50 percent of the amount described in subsections 1.

1 and 2. above.

2  
3 (c) The City's amount of contribution toward the monthly premium, calculated  
4 under (a) or (b) above, will be adjusted annually at a rate of 50% of the  
5 annual percentage change in the individual premium of the least costly  
6 option offered the prior plan year. The adjustment will occur at the  
7 beginning of the first Plan Year after the initial city contribution has been  
8 determined. The amount of city contribution the retiree would initially be  
9 eligible for, calculated as of the date of retirement, will be adjusted  
10 annually, whether or not the retiree has chosen to enter the retiree health  
11 insurance program immediately upon retirement.

12 (d) City's Contribution

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

22 (2) Retiree and dependents participating in the city group health plan  
23 or Medicare supplement plan will be required to authorize payment  
24 of premiums from RHS accounts or pension annuities, where  
25 sufficient funds are reasonably available for such purposes in order  
26 to remain eligible to receive contributions from the City.  
27

1 **ARTICLE 18**

2 **TUITION REIMBURSEMENT**

3 18.1 Tuition Reimbursement shall be administered in accordance with City of  
4 Gainesville HR Policy B-1, which was revised on 10/4/12. The City will not  
5 substantially modify application of this policy, as pertains to employees covered  
6 by this Agreement, unless the Union is provided an opportunity to negotiate in  
7 accordance with Chapter 447, Florida Statutes, concerning the change.

8 18.2 The City of Gainesville will provide funding to support this program and to assist  
9 employees with accredited educational tuition costs. An attempt will be made to  
10 distribute above said funds so they will be available for each school term.

11  
12 **ARTICLE 19**

13 **MISCELLANEOUS EMPLOYEE BENEFITS**

14 19.1 The City, during the term of this Agreement (October 1, 2013 – September 30,  
15 2016), will provide a dry cleaning allowance each year of the agreement in the  
16 amount of \$550.00. One-half (½) shall be paid on a pro-rata basis on or about  
17 October 1st, and April 1st.

18  
19 The City, during the term of the Agreement (October 1, 2013 – September 30,  
20 2016), shall provide an annual clothing allowance to all personnel assigned to  
21 plain clothes each year of the agreement in the amount of: \$575.00. One-half  
22 (½) shall be paid on a pro-rata basis on or about September 30, and April 1st.

23  
24 Each fiscal year of this Agreement (October 1, 2013 – September 30, 2016), all  
25 employees covered by this Agreement shall receive one hundred (\$100.00)  
26 dollars annual leather allowance, to be paid within the first quarter of the fiscal  
27 year.

28  
29 In the event ratification occurs after one or more payments would have been  
30 made, the City agrees to provide full payment for any part of the allowances

1 described above that are otherwise due. Such payment shall be made within  
2 sixty (60) days of ratification of this Agreement.

3  
4 There shall be no allowances under this article after September 30, 2016, unless  
5 and until there is a new Agreement in effect providing for such allowance.  
6

7 19.2 Annual health assessments will be given employees covered by this Agreement.  
8 Periodic physical examinations will be given to employees covered by this  
9 Agreement as follows: Type A at employment and at age 40, 50 and 60. Type B  
10 at age 30, 35, 45 and 55. The City's Employee Health Services and/or City  
11 doctor may prescribe more extensive tests (e.g., stress, EKG) should the  
12 physical history or preliminary lab work indicate a need for a more extensive  
13 physical examination.

14 19.3 In the event of death, all compensation due to the employee as of the effective  
15 date of death shall be paid to the beneficiary, surviving spouse, or to the estate  
16 of the employee as determined by law or by executed forms in his/her personnel  
17 folder.

18 19.4 When an employee is required to use his/her personal automobile in the  
19 performance of City business, said employee will be reimbursed for operating  
20 expenses at the rate outlined in the City's Travel Policy, exclusive of mileage  
21 traveled to and from his/her work location.

22 19.5 If the State of Florida discontinues the funding of the Salary Incentive Program  
23 for local and state law enforcement officers and correctional officers (F.S.943),  
24 then the City shall, upon request, meet and confer with the FOP concerning the  
25 City's adoption and funding of an analogous program.

26 19.6 General: Leave Bank

27 A. An employee having used all his/her sick and vacation leave due to  
28 absence resulting from a serious illness, accident or disability of the  
29 employee, or of the employee's immediate household family (defined as  
30 spouse, or certified/registered domestic partner or dependent children, or

1 mother, or father, living in the same domicile), where the employee's  
2 presence is needed, may receive vacation leave donated on a strictly  
3 voluntary basis by fellow employees. Fellow employees may contract to  
4 donate a minimum of two (2) hours of their vacation leave time to the  
5 affected employee. The maximum number of hours an employee may  
6 donate is forty (40) hours for employees working a 40-hour workweek.  
7 The total donated time from fellow employees shall not exceed 480 hours,  
8 except as provided below.

9 There shall be no restrictions on the amount of hours that may be donated  
10 in instances where the serious illness, accident or disability is expected,  
11 based upon a reasonable medical probability, to result in death within one  
12 (1) year from the creation of the leave bank.

13 **B. ELIGIBILITY**

14 Only regular full-time employees having completed initial probationary  
15 period may receive donated vacation leave from fellow employees, or  
16 volunteer to donate vacation leave to a fellow employee.

17 **C. TIME LIMIT**

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

1 D. In addition to the procedures described in items A through C above, an  
2 employee may, with the following additional restrictions, receive voluntarily  
3 donated vacation leave in advance of having used up all of his or her sick  
4 leave. In those situations where an employee is absent due to serious  
5 illness, accident or disability, which condition is expected, based upon  
6 reasonable medical probability, to result in death within one (1) year from  
7 the creation of the Leave Bank, the Leave Bank may be created and  
8 donated vacation leave credited to the employee's sick leave account  
9 prior to the employee having exhausted his or her own earned sick leave.  
10 Utilization of donated vacation leave in this manner is limited to those  
11 situations in which the employee, at the time the authorization to create a  
12 Leave Bank is given, had at least eighty percent (80%) of the credited  
13 service needed for normal retirement and was otherwise eligible for  
14 normal retirement.

15 19.7 The take-home car program:

16 A. All employees who have a Police Department take-home vehicle, shall be  
17 permitted to use the take-home vehicle within Alachua County for the  
18 purposes of driving to and from work, attending accredited schools  
19 (educational classes), picking up uniforms from the dry cleaners, or  
20 engaging in physical fitness activity, or unless justified for operational  
21 purposes designated by the Chief, i.e. on call.

22 B. In addition, employees may transport passengers who are not City  
23 employees and are not on City business during the employee's off-duty  
24 hours under the following conditions:

- 25 1. Passengers are restricted to the employee's family members as  
26 defined in Article 12.2D of this Agreement;
- 27 2. Transportation is limited to driving family members to and from  
28 daycare or school;
- 29 3. The employee must submit a list of those family members to be  
30 transported, along with the address(es) of the daycare or school, to the

1 Chief of Police or designee and receive written approval prior to  
2 transporting any person not a City employee or a person on City  
3 business;

4 4. Any change in the number or identity of family members to be  
5 transported must be made in writing to the Chief of Police or designee  
6 for approval at least fifteen (15) days prior to beginning the change;

7 5. The officer shall purchase at his/her sole expense, liability coverage on  
8 the vehicle assigned to him/her and the City of Gainesville shall be  
9 named an additional insured. The employee must also provide  
10 Personal Injury Protection (PIP) coverage as required by statute. The  
11 limits of the liability coverage shall be at least \$100,000 per individual  
12 and \$300,000 per occurrence. Proof of insurance shall be submitted  
13 to the Chief of Police or designee upon beginning this program and  
14 shall be verified on an annual basis;

15 6. The officer shall maintain the required automobile liability and PIP  
16 coverage for as long as the member participates in the take-home  
17 vehicle program and when passengers under this subsection may be  
18 transported. The required automobile liability and PIP coverage shall  
19 be in place prior to the officer transporting a family member in the City  
20 vehicle. Thirty (30) days notice shall be provided to the City of  
21 Gainesville before the insurance coverage on the vehicle can be  
22 cancelled or reduced below required limits;

23 7. The officer shall execute an affidavit, prior to transporting any family  
24 member, that he/she has read the conditions and that he/she has  
25 complied with said conditions;

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

28 C. Employees who are required to take police-related action during off-duty  
29 hours and as a result of driving a take-home vehicle (in accordance with  
30 Department Manual), shall do so at the appropriate rate of pay and only



1 for the actual hours worked. Call out pay shall not be applicable.  
2 Guidelines shall be established by the Police Department and included in  
3 the Department Manual.

4 D Employees shall not be eligible for a take-home vehicle unless they live  
5 within Alachua County.

6 E. Employees shall not be eligible for a take-home vehicle while on restricted  
7 duty or while suspended from duty.

8  
9 **ARTICLE 20**

10 **WORKERS' COMPENSATION**

11 20.1 Payment of workers' compensation benefits to all employees who are disabled  
12 because of an injury arising out of, and in the course of, performing their duties  
13 with the City will be governed as follows: full workers' compensation benefits as  
14 provided in accordance with the Workers' Compensation Law, Chapter 440,  
15 Florida Statutes.

16 20.2 When an employee is absent due to a compensable injury as a result of actively  
17 engaging in official police duties as determined by management, he/she shall  
18 receive his/her regular pay for the first thirty (30) calendar days of such absence.  
19 However, in the case of an accident in which the thirty- (30-) day injury leave  
20 applies and where the employee is determined to be at fault, the amount of  
21 injury leave shall be fifteen (15) calendar days. But, such payment shall not,  
22 when added to workers' compensation benefits, total more than the normal take  
23 home pay (gross base pay minus taxes) received by the employee immediately  
24 prior to such absence.

25 20.3 An employee sustaining a lost-time injury may use earned but unused sick or  
26 annual leave. The request must be made to the Department Head to allow the  
27 employee to remain on full pay for the period which can be covered by the sick  
28 leave or annual leave balance when pro-rated with the amount being paid by  
29 workers' compensation as set forth in paragraph 20. 1.

1 20.4 After employees are authorized to return to rehabilitative duty, they shall receive  
2 no further benefits under this Article nor shall they be entitled to elect to take sick  
3 leave in lieu of returning to work.

4

**ARTICLE 21**  
**LEAVE OF ABSENCE**

1  
2  
3 **21.1 GENERAL INFORMATION:**

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

8 A. Leaves of absence will be granted for Family and Medical Leave (FMLA) -  
9 See Section 21.6.

10 B. Leaves of absence may be granted under conditions similar to FMLA for  
11 employees to care for Certified or Registered Domestic Partners (Partner  
12 Leave) – See Section 21.9.

13 C. Leaves of absence without pay may be granted for Personal Leave - See  
14 Section 21.10.

15 **21.2 Leave Request Procedure:**

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

23 **21.3 Continuity of Service:**

24 Leave without pay which is approved in accordance with these procedures shall  
25 not constitute a break in service, but will constitute an adjusted service date. If  
26 leave is ninety (90) days or longer, the employee's pension service date will be  
27 affected.

28 **21.4 Expiration of Leave and Reinstatement:**

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

1 21.5 Extension of Leave

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

7 21.6 Family and Medical Leave

8 A. Eligible employees may take a maximum of twelve (12) weeks of Family  
9 and Medical Leave in their FMLA leave year. This leave may be paid if  
10 applicable leave is available or the leave may be unpaid. The FMLA  
11 leave year is defined as the twelve- (12-) month period measured from  
12 January 1 of each year.

13 FMLA will be granted for:

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

28 B. An eligible employee who is the spouse, son, daughter, parent or next of  
29 kin of a covered servicemember, as defined by the FMLA, who is  
30 recovering from a serious illness or injury sustained in the line of duty is

1 entitled to up to twenty-six (26) weeks of leave in a single twelve- (12-)  
2 month period to care for the servicemember. This military caregiver leave  
3 is available during a single twelve- (12-) month period during which an  
4 employee is entitled to a combined total of twenty-six (26) weeks of all  
5 types of FMLA leave.

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

- 11 (i) leave under subsection B; or
- 12 (ii) a combination of leave under subsection A and leave under  
13 subsection B above.

14 C. Eligibility Requirements

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

18 D. Definition of Serious Health Condition

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

- 21 (i) inpatient care at a hospital, hospice, or residential medical care  
22 facility, or
- 23 (ii) continuing treatment by a health care provider.
- 24 (iii) For the purposes of leave under 21.8.1, in case of a member of the  
25 Armed Forces, including a member of the National Guard or  
26 Reserves, means an injury or illness incurred by the member in line  
27 of duty on active duty in the Armed Forces that may render the  
28 member medically unfit to perform the duties of the member's  
29 office, grade, rank or rating.

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

7 E. Use of Leave

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

14  
15 F. Substitution of Paid Leave for Unpaid Leave

16 The City requires the use of all appropriate accrued paid leave while  
17 taking FMLA leave (see 21.7).

18  
19 G. Employee Responsibilities

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

24  
25 Employees must provide sufficient information for Employee Health  
26 Services (EHS) to determine if the leave qualifies for FMLA protection and  
27 the anticipated timing and duration of the leave. Sufficient information  
28 may include that the employee is unable to perform job functions, the  
29 family member is unable to perform daily activities, the need for  
30 hospitalization or continuing treatment by a health care provider and

1 information on symptoms, diagnosis, hospitalization, examination results,  
2 whether medication has been prescribed, any referrals for treatment  
3 (physical therapy, for example), any other regimen of continuing  
4 treatment, or circumstances supporting the need for military family leave.  
5

6 Employees also must inform EHS if the requested leave is for a reason for  
7 which FMLA was previously taken or certified, and may be required to  
8 provide a certification and periodic recertification supporting the need for  
9 leave. Documentation must be provided in a timely manner, or FMLA  
10 leave may be denied, use of paid leave may be denied, employees may  
11 lose job benefits and protections, and may be subject to disciplinary  
12 action.  
13

14 H. Conditions:

- 15 1. Leave without pay for one (1) full pay period or more will not be  
16 considered time worked for purposes of accruing seniority,  
17 longevity, vacation, sick or other employee benefits.
- 18 2. Employees may take Family and Medical Leave in twelve (12)  
19 consecutive weeks, may use the leave intermittently, or under  
20 certain circumstances may use the leave to reduce the workweek  
21 or workday, resulting in a reduced hour schedule. Except for care  
22 for a covered service member, the FMLA-covered leave may not  
23 exceed a total of twelve (12) weeks in the twelve- (12-) month  
24 period measured forward from January 1. However, for the birth,  
25 placement, adoption of a child, or bonding/well newborn care after  
26 such the City and the employee must mutually agree to the  
27 schedule before the employee may take leave intermittently or work  
28 a reduced hour schedule.
- 29 3. The City may temporarily transfer an employee to an available  
30 alternative position with equivalent pay and benefits if the

1 employee is qualified for the position and if the alternative position  
2 would better accommodate the intermittent or reduced schedule.

3 4. If an employee out on regular paid leave seeks to extend that leave  
4 under the provisions of the Family and Medical Leave Act, the City  
5 may classify and apply leave already taken towards the employee's  
6 twelve- (12-) week total upon appropriate information from the  
7 employee.

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

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

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



1 notify the employee in writing at least fifteen (15) days before the  
2 date that health coverage is retroactively cancelled, or at the City's  
3 option, it may pay the employee's share of the premiums during  
4 unpaid medical leave and recover those payments from the  
5 employee upon the employee's return to work.

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

15  
16 21.7 How available paid leave is applied to an FMLA or Partner Leave  
17 qualifying event

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

22 B. Designated Leave System

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

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

#### 12 21.8 FMLA and Partner Leave Definitions

- 13 A. Child: includes a biological, adopted or foster child, stepchild, a legal  
14 ward, or a child for whom the employee stands in loco parentis (i.e. in the  
15 place of a parent) who is under eighteen (18) years of age; or eighteen  
16 (18) years of age or older and incapable of self-care because of a mental  
17 or physical disability. (FMLA)
- 18 B. Parent: means the biological parent of an employee or an individual who  
19 stood in loco parentis to an employee when the employee was a son or  
20 daughter. (FMLA)
- 21 C. Leave Year: The twelve- (12-) month period measured forward from  
22 January 1 each year, except in the case of covered service member  
23 caregiver leave (see 21.6B).

#### 24 21.9 Certified or Registered Domestic Partner medical leave (Partner)

- 25 A. Eligible employees may take a maximum of twelve (12) weeks of Partner  
26 medical leave in the FMLA leave year. Eligible employees may also take  
27 covered service member caregiver leave, if the covered service member  
28 is the eligible employee's Certified or Registered Domestic Partner, for a  
29 maximum twenty-six (26) weeks as described in 21.6B. Unless otherwise  
30 required by law, the amount of partner leave available to an employee

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

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

7 **21.10 Personal Leave**

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

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

- 17 B. Conditions:

- 18 1. Employees must apply for Personal Leave in writing at least ten (10)  
19 working days prior to the beginning of the leave. Personal Leave may  
20 be granted and if granted may be paid, unpaid, or a combination of  
21 paid and unpaid leave. Prior to being placed on unpaid Personal  
22 Leave under this section, employees must first exhaust all accrued  
23 vacation and personal leave.  
24 2. Unpaid leave for one (1) full pay period or more will not be considered  
25 time worked for purposes of accruing seniority, longevity, vacation, or  
26 sick or other employee benefits.  
27 3. During an employee's approved Personal Leave, his/her position may  
28 be filled by a temporary appointment, or regular assignment of another  
29 employee. At the expiration of the leave, the employee shall be  
30 reinstated to the position vacated if it has not been filled permanently

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

- 7 4. The employee shall not accept part or full-time employment elsewhere  
8 while on leave of absence unless such employment was previously  
9 approved and is not conducted during normal working hours.
- 10 5. Upon returning to work from a medical leave the employee must report  
11 to Employee Health Services. The employee may be required to  
12 submit a written approval from his/her health care provider stating the  
13 employee is approved to return to work. The employee may be  
14 required to complete a fitness for duty examination.
- 15 6. An employee on unpaid personal leave must contact the City of  
16 Gainesville's Risk Management Department to obtain a COBRA  
17 Notification Form. The COBRA Notification Form outlines the terms  
18 and conditions of the Consolidated Omnibus Budget Reconciliation  
19 Act, COBRA rates, when payments are due, and where payments are  
20 to be mailed. Payment must be received by the last day of the month  
21 prior to each month of coverage. If the payment is more than thirty  
22 (30) days late, the employee's health care coverage may be dropped  
23 for the duration of the leave. The City will notify the employee in  
24 writing at least fifteen (15) days before the date that health coverage  
25 retroactively is cancelled, or at the City's option, it may pay the  
26 employee's share of the premiums during the unpaid medical leave  
27 and recover those payments from the employee upon the employee's  
28 return to work. If the employee chooses not to return to work, the City  
29 will require the employee to reimburse the City the amount paid for the  
30 employee's health insurance premium during the leave period through

1 deducting from any sums due the employee arising out of the  
2 employment relationship, or by initiating legal action against the  
3 employee to recover such costs.  
4

**ARTICLE 22**  
**MILITARY LEAVE**

1  
2  
3 22.1 Active duty

4 The City will grant a military leave of absence to any regular employee called to  
5 active military service or state active duty in accordance with applicable law.

6 22.2 Reserve or Guard Annual Training

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

14 22.3. Reserve or Guard Active Military Service (not annual training).

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

20 22.4 Computing Time Under This Article

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

25 22.5 Requests for Military Leave

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

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22.6 Military Leave Without Pay

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

**ARTICLE 23**

**JOB VACANCY - PROBATION - PROMOTION**

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

- A. Sufficient ability and qualifications to perform the work as indicated in the job descriptions. If the number of candidates meeting the minimum qualifications as stated in the job announcement exceeds twelve (12), further screening may be utilized. Candidates' ability and qualifications may be evaluated by written examinations, oral examinations, candidate profiles and/or assessment centers. In the event an oral examination is utilized to evaluate a candidate's abilities and qualifications, the composition of the oral examination board will be agreed upon by the FOP and the City. Any disagreement between the Chief of Police and the FOP will be resolved by the City Manager.
- B. The results of the promotional assessment process shall be valid for the twenty-four (24) months from the posting date of the list of candidates recommended for promotion. Promotional processes may be held on an annual basis if the number of successful candidates falls below an acceptable number as determined by the Chief of Police. When a new process is held, **all** candidates who wish to be considered for promotion must participate in the new process.
- C. Promotional candidate selection shall be made from an alphabetical list of candidates who have passed all components of the selection process.

1 D. Length of Service for eligibility for promotion:

2 Corporal Currently a sworn Police Officer with GPD  
3 having held that rank for at least the three (3)  
4 full consecutive years immediately preceding  
5 application.

6  
7 Sergeant Currently a Corporal with GPD having held that  
8 rank for at least the one (1) full year  
9 immediately preceding application.

10 An employee is eligible to apply for the Corporal or Sergeant promotional  
11 process if he/she will meet the eligibility requirement on the first day of the  
12 scheduled selection process.

13  
14 23.2 Probation

15 A. Initial Probation:

16 Except as provided herein, all employees, upon becoming certified police  
17 officers, shall be considered probationary employees for a minimum of  
18 one (1) year, to include a minimum of six months following completion of  
19 the Field Training Program. The City may, at its discretion, extend the  
20 probationary period up to an additional six (6) months, which will be  
21 documented in an evaluation. Initial probation shall be extended a term  
22 equal to the number of days absent for any absence that is greater than  
23 two weeks in length, and for the amount of days necessary to ensure a  
24 minimum of six months following completion of the Field Training  
25 Program. The discharge, suspension or written or verbal warning of a  
26 probationary employee shall not be subject to any provisions of the  
27 grievance procedure.



1           B.     Promotional Probation:

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

7     23.3     Transfers

8           A designee or designees selected by the Chief of Police shall compile,  
9           summarize, and report to the Chief information relating to requests for  
10          transfers between bureaus. However, such designees shall have no  
11          decision making authority. Instead, the Chief shall have final authority on  
12          all transfers.

13    23.4     When vacancies exist for regular patrol assignments exclusive to Grace-  
14          Dignity Village, the Oaks Mall, North Florida Regional Medical Center, the  
15          Downtown Unit, and the Gainesville Airport, they will be filled on a  
16          volunteer basis. If there are no eligible candidates who volunteer for  
17          these assignments, the Chief of Police will assign the position(s) to the  
18          least senior employee in the Operations Division with at least one (1) year  
19          of solo experience as a police officer, who has not already been assigned  
20          on an involuntary basis. Assignments made under this procedure shall  
21          not exceed a term of six (6) months unless the assigned employee  
22          volunteers to remain in said assignment. In anticipation of any vacancy of  
23          the listed assignments, the Department will issue a vacancy notice. If  
24          there are no eligible candidates who volunteer, the Chief of Police will  
25          again follow the procedure listed above. Employees shall only be subject  
26          to this assignment procedure one time.

1 **ARTICLE 24**

2 **LAYOFF**

3 24.1 Layoff.

4 In the case of a personnel reduction, the employee with the least seniority shall  
5 be laid off first. No new employee shall be hired until the laid-off employee has  
6 been given the opportunity to return to work. Seniority shall be defined as  
7 continuous service within the Police Department, including approved leaves of  
8 absence of less than one year.

9 24.2 Whenever the Chief of Police, under Section 24.1, determines a person in the  
10 classification of Sergeant or Corporal should be laid off, that person shall have  
11 the option of being laid off or of being reduced to the next lower classification in  
12 the Department (both responsibility and pay-wise). In the latter event  
13 (reduction), the least senior person in the classification reduced to shall be  
14 reduced or laid off, as above.

15 24.3 In the sole discretion of the City, the City may provide severance pay to  
16 employees at the time of their voluntary or involuntary separation from  
17 employment. The funding and implementation of this severance pay is at the  
18 City's sole discretion.

19  
20  
21 **ARTICLE 25**

22 **RECALL**

23 25.1 Recall.

24 A. Employees laid off or reduced as set forth in Section 24.1 shall be  
25 recalled in the reverse order from which they were laid off.

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

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

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

11  
12

**ARTICLE 26**  
**LENGTH OF SERVICE**

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2  
3 26.1 Length of Service.

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

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

26 26.2 Provided, however, and in any event, any action under this Article shall not be in  
27 derogation of the City's Affirmative Action Plan.  
28  
29

1 **ARTICLE 27**

2 **LIABILITY**

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

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

16  
17 **ARTICLE 28**

18 **HEALTH AND SAFETY**

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

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

1 **ARTICLE 29**

2 **WAGES**

3 29.1 Base Rate Increase and One-Time Payment

4 A. Fiscal Year 2016 (October 1, 2015 – September 30, 2016)

5 Effective the beginning of the first pay period in July 2016 (July 4<sup>th</sup>),  
6 bargaining unit members listed in Exhibit II of this Agreement shall be  
7 eligible for a base rate increase as provided in Exhibit II. To receive the  
8 base rate increase provided in Exhibit II, an employee must be a  
9 bargaining unit member on July 4, 2016, and must be employed by the  
10 City of Gainesville at the time of final ratification of this Agreement.

11 B. One-Time Payments

12 Effective upon final ratification of this Agreement, bargaining unit  
13 members listed in Exhibit II of this Agreement shall be eligible for one-  
14 time, lump sum, non-pensionable payments as provided in Exhibit II. To  
15 receive the one-time payments provided in Exhibit II, an employee must  
16 be employed by the City of Gainesville at the time of final ratification of  
17 this Agreement. The FOP agrees to indemnify, defend and hold the City  
18 harmless against any and all claims, suits, orders or judgments brought or  
19 issued against the City as a result of any action taken or not taken by the  
20 City under the provisions of this Article.

21 C. The processing of increases and one-time payments under 29.1 shall  
22 occur within 60 days of final ratification of this Agreement, unless  
23 otherwise agreed to as a result of negotiations in accordance with Ch. 447  
24 FS. There shall be no General Increases, Base Rate Increases or one-  
25 time payments, except for those provided for herein, unless and until there  
26 is a new agreement in effect providing for such increases or one-time  
27 payments.

1 **29.2 Merit or Performance Increases**

2 A. Effective October 1, 2013 through September 30, 2016, there shall be no  
3 Merit Increases.

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

8 C. There shall be no Merit or performance Increases after the expiration date  
9 of this Agreement unless and until there is a new agreement in effect  
10 providing for such increases.

11  
12 **29.3 A. Promotion**

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

19 **B. Transfer**

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

23 **C. Temporary Assignments.**

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

27 **D. Demotion**

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

1 the lower paid job classification. The rate of pay shall be set by the  
2 Human Resources Director.

3 E. Deferred Retirement Option Program

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

16 Employees participating in the DROP shall not be eligible to receive the  
17 Wage increases provided in 29.1 or 29.2. However, such employees shall  
18 receive the one-time lump sum payments provided in 29.1.B.

19  
20 There shall be no one-time payments to employees participating in the  
21 DROP, other than those provided for herein, unless and until there is a  
22 new contract in effect providing for such one-time payments.

23  
24 **ARTICLE 30**

25 **SEVERABILITY**

26 30.1 Should any provision of this Agreement be found to be inoperative, void or  
27 invalid by a court of competent jurisdiction, all other provisions of this Agreement  
28 shall remain in full force and effect for the duration of this Agreement, it being the  
29 intention of the parties that no portion of this Agreement or provision herein shall



1 become inoperative or fail by reason of the invalidity of any other portion or  
2 provision.

3  
4 **ARTICLE 31**

5 **DRUG TESTING**

6 31.1 The City and the Union recognize that substance abuse in our nation and our  
7 community exacts staggering costs in both human and economic terms.  
8 Substance abuse can be reasonably expected to produce impaired job  
9 performance, lost productivity, absenteeism, accidents, wasted materials,  
10 lowered morale, rising health care costs, and diminished interpersonal  
11 relationship skills. The City and the Union share a commitment to solve this  
12 problem and to create and maintain a drug-free work place. The parties have,  
13 therefore, agreed to the policy outlined in Addendum "A".

14  
15 **ARTICLE 32**

16 **K-9 PERSONNEL**

17 32.1 The canine officers shall be placed on a fourteen (14) day work period, wherein  
18 they will work seven ten (10) hour shifts within that period and have one day of  
19 "paid leave" attributed to canine care. The canine care day off shall not be  
20 considered a scheduled day off for the purposes of the application of Section  
21 10.4, extra holiday pay. It shall be considered paid leave for the purpose of  
22 Section 14.4, employees shall be considered off duty on their canine day off for  
23 the purposes of Section 14.5, and shall be eligible for call-out pay if required to  
24 report on their canine day. The City has the option to return to a seven (7) day  
25 work period, wherein canine officers shall work three (3) twelve (12) hour shifts  
26 and have four (4) hours of "paid leave" attributed to canine care. Absent unusual  
27 circumstances, as determined by the Chief of Police or his/her designee, the day  
28 of paid leave will be at the beginning or end of each K-9 Officer's work period.  
29 The canine officers assigned outside of operations will be given one (1) day

1 attributed to canine care per pay period. The canine officers assigned outside of  
2 operations are not subject to the above schedule.

3 32.2 K-9 Officers shall be issued a take-home vehicle in accordance with Article 19  
4 while so assigned. Commuting time is not compensated. Officers' must live in  
5 an area where the canine can be exercised according to Department standards.

6 32.3 K-9 Officers shall be provided with food for the assigned canine, veterinarian  
7 fees and other necessary equipment and materials in accordance with current  
8 practices.

9  
10 **ARTICLE 33**

11 **PENSIONS**

12 33.1 Employees covered by this Agreement shall be covered by the City's  
13 Consolidated Police Officer and Firefighters Retirement and Disability Plan as  
14 set forth by the City of Gainesville's Code of Ordinances, as amended. Minor  
15 changes may be made by the City. Minor changes are defined as changes the  
16 net effect of which would not require a current or potential increase in the  
17 contribution rate or a benefit decrease.

18 33.2 The City will give the Union a copy of such minor change(s) at least thirty (30)  
19 days prior to the adoption of such change(s).

20 33.3 A change, or changes, in the Plan, the net effect of which would require a current  
21 or potential increase in the contribution rate or a benefit decrease, will not be  
22 made by the City until such change or changes have been ratified by parties  
23 involved or imposed by the legislative body.

24 33.4 Either party may reopen the negotiations of any pension issues upon sixty (60)  
25 days written notice to the other party.

1 **ARTICLE 34**

2 **BILLABLE SERVICES**

3 34.1 This Article covers situations where an outside organization has requested  
4 services of an off-duty Officer, Corporal, or Sergeant. Such services are billed to  
5 the outside organization.

6  
7 34.2 Officers, Corporals, and Sergeants covered by this Agreement shall be entitled  
8 to compensation for services requested by any outside organization who shall  
9 pay for such services.

10 A. A Sergeant shall also be eligible to perform such services as an Officer or  
11 Corporal; however, a Sergeant shall not receive preference for such  
12 services.

13 B. Unless a separate rate is negotiated in accordance with 34.3 below,  
14 employees performing services for an outside organization shall be  
15 compensated as follows:

16 (1) An Officer, Corporal, or a Sergeant acting as an Officer or  
17 Corporal, shall be paid one and one-half (1½) times his/her respective  
18 regular straight-time hourly rate of pay provided such amount shall not  
19 exceed a rate of thirty-nine dollars, fifty-four cents (\$39.54).

20 (2) A Sergeant, acting in a supervisory capacity, shall be paid one and  
21 one-half (1½) times his/her respective regular straight-time hourly rate of  
22 pay.

23 D. Except as provided in paragraph 34.3 below, the outside organization  
24 shall pay a standard vendor rate, or fifty-three dollars, fifty cents (\$53.50)  
25 per hour of assignment. The City shall review these hourly rates of pay,  
26 as well as the standard vendor rate, semi-annually, and shall not  
27 substantially modify the amount(s) unless FOP is provided an opportunity  
28 to discuss such change(s).

29 E. Either party may reopen this paragraph (34.2) for negotiations at any time  
30 during the month of February of each contract year.

- 1 34.3 In contracting for billable services for special large scale events, the City may  
2 agree to a rate different than that provided in paragraph 34.2.D. This option  
3 shall apply to the University Athletic Association (UAA), Gator Nationals, or  
4 ESPN, without notice to the FOP; or other similar vendors upon notice to the  
5 FOP.
- 6 34.4 Hours worked under this Article do not count as hours worked for the purpose of  
7 computing overtime in Article 14.  
8  
9

## 10 **ARTICLE 35**

### 11 **ENTIRE AGREEMENT**

- 12 35.1 The parties acknowledge that during negotiations which resulted in this  
13 Agreement, each had the unlimited right and opportunity to make proposals with  
14 respect to subjects or matters not removed by law from the area of collective  
15 bargaining. The understandings and agreements arrived at by the parties after  
16 the exercise of such right and opportunity are set forth in this Agreement.
- 17 35.2 The City and the FOP, for the duration of this Agreement, agree that the other  
18 shall not be obligated to bargain collectively with respect to any subject or matter  
19 referred to or covered in this Agreement, but may, upon mutual agreement of  
20 both the City and the FOP, bargain collectively on any subject or matter not  
21 known or contemplated by either or both parties at the time that they negotiated  
22 this Agreement.
- 23 35.3 Except as otherwise expressly provided for herein, the terms of this Agreement  
24 shall be effective beginning with the first full pay period following ratification by  
25 the City Commission.
- 26 35.4 Should either party desire to terminate, change or modify this Agreement or any  
27 portion thereof, they shall notify the other party in writing at least thirty (30) days  
28 prior to the expiration of the current Agreement. Such notification shall include  
29 the title and section of the Article the party wishes to renegotiate and all other  
30 articles will remain in full force and effect from year to year thereafter.

1 35.5 Following the sending and receipt of the notice described above, the parties shall  
2 follow the procedures contained in the Florida Public Employee Relations Act  
3 toward the consummation of a new Agreement.  
4

1 IN WITNESS WHEREOF, the parties hereunto set their hands this 21<sup>st</sup> day of July,  
2 2016\_\_\*.

3

4 THE CITY OF GAINESVILLE,  
5 FLORIDA

FRATERNAL ORDER OF POLICE

6

7

8

\_\_\_\_\_

\_\_\_\_\_

9 CITY MANAGER

FOP PRESIDENT, Michael Maresca

10

VICE PRESIDENT, Leah Hayes

11

SECRETARY/TRUSTEE, John Madsen

12

13

14 APPROVED AS TO FORM AND LEGALITY:

15

16

17

\_\_\_\_\_

18 CITY ATTORNEY

19

20 CITY COMMITTEE:

21

22 Scott Heffner, Employee & Labor Relations Manager

23 Anthony Ferrara, Police Captain

24 Amy Spitzer, Budget Manager

25 Steve Varvel, Risk Management Director

26

27 \* Date ratified by last party.

City of Gainesville  
 2013 - 2016 Pay Plan  
 Police – FOP

**Effective 10/1/2013**

		Minimum	Midpoint	Maximum
Grade P1	Annual Salary	\$36,067.49	\$45,084.36	\$54,101.23
	Hourly	\$17.3401	\$21.6752	\$26.0102
<b>7323</b>		<b>Police Officer (non-certified)</b>		

		Minimum	Midpoint	Maximum
Grade P2	Annual Salary	\$41,938.94	\$52,423.68	\$62,908.41
	Hourly	\$20.1630	\$25.2037	\$30.2444
<b>7321</b>		<b>Police Officer</b>		

		Minimum	Midpoint	Maximum
Grade P3	Annual Salary	\$46,132.83	\$57,666.04	\$69,199.25
	Hourly	\$22.1792	\$27.7241	\$33.2689
<b>7313</b>		<b>Police Corporal</b>		

		Minimum	Midpoint	Maximum
Grade P4	Annual Salary	\$51,042.29	\$63,802.87	\$76,563.45
	Hourly	\$24.5396	\$30.6745	\$36.8094
<b>7331</b>		<b>Police Sergeant</b>		

## Base Rate Increase and One-Time Payment

<b>Employee</b>	<b>Annualized Base Rate Increase Under 29.1.A</b>	<b>Total One-Time, Lump Sum Payment Under 29.1.B (Non-Pensionable)</b>
Abbott, D (822)	\$4,685.13	\$4,084.36
Acevedo, L (263)	\$4,046.76	\$3,765.18
Alford, J (817)	\$5,131.69	\$4,307.65
Allen, L (853)	\$4,432.00	\$3,957.80
Armagost, G (25)	\$0.00	\$1,741.80
Bailey, J (837)	\$321.92	\$1,902.76
Baker, G (565)	\$0.00	\$1,741.80
Ballenger, C (918)	\$27.44	\$1,154.24
Barnes, S (519)	\$565.61	\$2,024.61
Bartley, R (138)	\$0.00	\$1,741.80
Bartley, R (868)	\$1,233.39	\$2,358.49
Bayless-Sakellarios, J (412)	\$1,550.44	\$2,517.02
Bekkevold, M (893)	\$1,158.10	\$2,320.85
Benson, E (914)	\$27.44	\$1,154.24
Bertzzyk, S (750)	\$5,429.94	\$4,456.77
Blizzard, D (514)	\$5,133.23	\$4,308.42
Blundell, S (917)	\$2,150.70	\$2,215.87
Bostick, J (806)	\$5,131.69	\$4,307.65
Bostick, M (895)	\$1,130.67	\$2,152.04
Boyett, K (963)	\$0.00	\$0.00
Bradford, S (378)	\$3,663.92	\$3,573.76
Bray, J (743)	\$3,707.91	\$3,595.75
Brice, D (935)	\$0.00	\$250.53
Brinsko, T (939)	\$0.00	\$119.30
Bristow, S (530)	\$1,686.11	\$2,584.85
Brown, M (847)	\$1,207.17	\$2,345.38
Brown, W (857)	\$1,233.39	\$2,358.49
Bunevich, A (907)	\$1,102.79	\$2,293.19
Byrd, N (550)	\$1,317.54	\$2,400.57
Cardwell, C (660)	\$2,874.14	\$3,178.87
Carlisle, K (371)	\$841.77	\$2,162.69
Castor, C (782)	\$1,795.37	\$2,639.49
Castor, J (863)	\$3,356.65	\$3,420.13
Cavett, M (697)	\$4,521.59	\$4,002.60
Clark, M (904)	\$3,226.05	\$3,354.82



<b>Employee</b>	<b>Annualized Base Rate Increase Under 29.1.A</b>	<b>Total One-Time, Lump Sum Payment Under 29.1.B (Non-Pensionable)</b>
Collins, C (799)	\$720.03	\$2,101.81
Concannon, R (328)	\$0.00	\$1,741.80
Cook, E (874)	\$1,233.39	\$2,358.49
Cook, L (905)	\$1,102.79	\$2,293.19
Courville, G (906)	\$3,226.05	\$3,354.82
Crews, J (746)	\$5,429.94	\$4,456.77
Cummings, A (848)	\$2,093.04	\$2,788.32
Dale, C (442)	\$6,991.53	\$5,237.56
Davies, K (815)	\$4,046.76	\$3,765.18
Davis, A (867)	\$3,356.65	\$3,420.13
Davis, M (415)	\$5,744.55	\$4,614.07
Davis, M (887)	\$56.54	\$1,770.07
Decastro, J (788)	\$2,935.21	\$3,209.41
Denmark, M (318)	\$0.00	\$1,741.80
Devito, J (884)	\$2,281.30	\$2,882.45
Diaz, D (901)	\$3,226.05	\$3,354.82
Diehl, D (294)	\$0.00	\$1,741.80
Domico, N (760)	\$3,931.10	\$3,707.35
Donnelly, P (734)	\$5,635.22	\$4,559.41
Dorminey, C (569)	\$1,967.32	\$2,725.46
Dose, S (947)	\$0.00	\$0.00
Doualehi, A (798)	\$720.03	\$2,101.81
Douglas, M (315)	\$0.00	\$1,741.80
Durst, T (457)	\$6,952.85	\$5,218.23
Dykes, H (910)	\$2,150.70	\$2,662.06
Ellis, N (401)	\$3,924.96	\$3,704.28
Ellis, T (943)	\$0.00	\$0.00
Evans, J (957)	\$0.00	\$0.00
Exavier, B (784)	\$1,795.37	\$2,639.49
Fanelli, R (659)	\$5,339.98	\$4,411.79
Ferrara, N (434)	\$8,859.13	\$6,171.37
Ferrel, S (413)	\$0.00	\$1,741.80
Ferrell, C (821)	\$2,206.02	\$2,844.81
Ferro, T (807)	\$4,859.45	\$4,171.52
Field, B (777)	\$6,131.53	\$4,807.57
Fitzgerald, L (52)	\$0.00	\$1,741.80
Ford, K (517)	\$3,752.19	\$3,617.90
Foster, R (828)	\$2,520.47	\$3,002.03

<b>Employee</b>	<b>Annualized Base Rate Increase Under 29.1.A</b>	<b>Total One-Time, Lump Sum Payment Under 29.1.B (Non-Pensionable)</b>
Franklin, J (882)	\$2,281.30	\$2,882.45
Fundenburg, T (376)	\$4,968.51	\$4,226.05
Gaudet, K (735)	\$2,935.21	\$3,209.41
Geelhoed, D (167)	\$0.00	\$1,741.80
Girard, S (199)	\$1,082.22	\$2,282.91
Goeckel, M (764)	\$6,131.53	\$4,807.57
Gonzalez Aponte, G (958)	\$0.00	\$0.00
Gordon, C (934)	\$0.00	\$119.30
Gough, W (877)	\$3,356.65	\$3,420.13
Gould, P (908)	\$0.00	\$1,586.71
Graham, D (812)	\$5,131.69	\$4,307.65
Graham, E (500)	\$1,223.50	\$2,353.55
Gray, A (396)	\$0.00	\$0.00
Greene, M (685)	\$4,521.59	\$4,002.60
Griffin, J (723)	\$5,845.33	\$4,664.47
Griffith, A (920)	\$2,150.70	\$2,060.78
Grunder, T (871)	\$3,356.65	\$3,420.13
Guyan, H (494)	\$4,581.67	\$4,032.64
Guyan, J (779)	\$543.62	\$2,013.61
Hall, M (794)	\$2,935.21	\$3,209.41
Hardman, S (811)	\$1,795.37	\$2,639.49
Harrison, T (824)	\$785.98	\$2,134.79
Hartley, R (572)	\$4,322.30	\$3,902.95
Hatcher, B (922)	\$27.44	\$999.15
Hayes-Morrison, D (845)	\$321.92	\$1,902.76
Hayes, L (454)	\$5,723.32	\$4,603.46
Hayes, S (449)	\$8,683.17	\$6,083.38
Henagan, M (522)	\$4,182.96	\$3,833.28
Hendrix, B (930)	\$0.00	\$381.76
Hickey, C (899)	\$2,177.52	\$2,830.56
Hilaire, P (878)	\$1,233.39	\$2,358.49
Hinson, J (570)	\$4,322.30	\$3,902.95
Holcomb, R (816)	\$4,685.13	\$4,084.36
Holmes, K (649)	\$1,075.35	\$587.78
Holt, M (715)	\$3,617.00	\$3,550.30
Honeycutt, M (386)	\$0.00	\$0.00
Hope, N (429)	\$4,727.22	\$4,105.41
Hopkins, P (900)	\$3,226.05	\$3,354.82

<b>Employee</b>	<b>Annualized Base Rate Increase Under 29.1.A</b>	<b>Total One-Time, Lump Sum Payment Under 29.1.B (Non-Pensionable)</b>
Houston, D (772)	\$1,714.04	\$2,598.82
Hunter, G (541)	\$4,804.68	\$4,144.14
Hutchinson, J (717)	\$3,446.24	\$3,464.92
Jackson, J (287)	\$0.00	\$1,741.80
Jallad, T (909)	\$0.00	\$1,586.71
Johns, T (927)	\$0.00	\$0.00
Jones, S (765)	\$5,044.94	\$4,264.27
Jones, T (898)	\$1.22	\$1,742.41
Kay, M (883)	\$158.04	\$1,820.82
Kays, B (443)	\$3,611.71	\$3,547.66
Kelly, J (762)	\$2,552.50	\$3,018.05
Kennedy, R (549)	\$6,069.73	\$4,776.66
Kerkau, J (767)	\$3,931.10	\$3,707.35
Kerkau, N (585)	\$231.80	\$1,857.70
Kesting, C (786)	\$5,131.69	\$4,307.65
Kikendall, B (577)	\$0.00	\$1,741.80
King, C (800)	\$1,859.87	\$2,671.73
King, J (937)	\$1,075.35	\$788.20
Klement, J (353)	\$5,208.94	\$4,346.27
Knighton, S (366)	\$3,154.73	\$3,319.17
Koprowski, J (708)	\$4,594.19	\$4,038.90
Kumar, C (915)	\$27.44	\$1,154.24
Lake, J (858)	\$3,356.65	\$3,420.13
Lardner, N (839)	\$1,397.27	\$2,440.43
Lardner, T (844)	\$1,397.27	\$2,440.43
Litchfield, B (441)	\$5,355.37	\$4,419.49
Lord, W (341)	\$4,766.11	\$4,124.86
Lormil, F (537)	\$0.00	\$1,741.80
Lugo, A (411)	\$0.00	\$1,741.80
Madsen, J (523)	\$2,520.47	\$3,002.03
Madsen, K (654)	\$1,397.27	\$2,440.43
Maloney, J (819)	\$2,520.47	\$3,002.03
Maresca, M (130)	\$0.00	\$1,741.80
Marshall, D (945)	\$1,075.35	\$656.97
Martin, C (755)	\$5,429.94	\$4,456.77
Mazlaghani, M (865)	\$131.82	\$1,807.71
Mazzuca, A (453)	\$7,828.08	\$5,655.84
Mazzuca, J (593)	\$6,674.72	\$5,079.16

<b>Employee</b>	<b>Annualized Base Rate Increase Under 29.1.A</b>	<b>Total One-Time, Lump Sum Payment Under 29.1.B (Non-Pensionable)</b>
Mccarthy, B (854)	\$2,308.74	\$2,896.17
Mccarty, D (959)	\$0.00	\$0.00
Mccazzio, R (718)	\$5,635.22	\$4,559.41
Mcdowell, R (368)	\$0.00	\$1,741.80
Mckinzie, S (656)	\$6,997.32	\$5,240.46
Meek, W (876)	\$1,233.39	\$2,358.49
Melaragno, F (773)	\$6,061.67	\$4,772.64
Meurer, J (928)	\$0.00	\$725.35
Montague, D (693)	\$4,521.59	\$4,002.60
Moore, A (465)	\$4,507.80	\$3,995.70
Moore, R (675)	\$5,172.75	\$4,328.18
Mosher, M (869)	\$1,233.39	\$2,358.49
Mullins, S (950)	\$0.00	\$0.00
Mullins, T (556)	\$131.82	\$1,807.71
Munn, F (159)	\$0.00	\$1,741.80
Myers, M (356)	\$0.00	\$1,741.80
Nabet, J (156)	\$0.00	\$1,741.80
Narayan, R (485)	\$3,934.57	\$3,709.08
Nicoloff, V (785)	\$1,795.37	\$2,639.49
Nordman, J (940)	\$1,075.35	\$656.97
Norman, V (158)	\$0.00	\$1,741.80
O`Ferrell, J (421)	\$3,685.35	\$3,584.47
Orengo, L (890)	\$1,158.10	\$2,320.85
Ortiz Perez, L (913)	\$27.44	\$999.15
Owens, A (818)	\$1,397.27	\$2,440.43
Owens, C (661)	\$5,027.66	\$4,255.63
Page, D (531)	\$2,778.52	\$3,131.06
Pandak, J (695)	\$3,616.58	\$3,550.09
Parker, D (677)	\$4,456.27	\$3,969.94
Penny, P (588)	\$4,566.08	\$4,024.84
Perez, W (859)	\$3,356.65	\$3,420.13
Pinkston, R (964)	\$0.00	\$0.00
Pirtle, R (886)	\$1,158.10	\$2,320.85
Plourde, M (462)	\$8,306.68	\$5,895.14
Poirot, J (647)	\$1,317.75	\$2,400.67
Porter, E (938)	\$1,075.35	\$587.78
Posey, K (684)	\$4,521.59	\$4,002.60
Postle, S (902)	\$1,102.79	\$2,293.19

<b>Employee</b>	<b>Annualized Base Rate Increase Under 29.1.A</b>	<b>Total One-Time, Lump Sum Payment Under 29.1.B (Non-Pensionable)</b>
Pridgen, S (702)	\$4,521.59	\$4,002.60
Priester, H (664)	\$4,046.94	\$3,765.27
Prince, A (833)	\$1,965.34	\$2,724.47
Quinn, M (881)	\$2,281.30	\$2,882.45
Quinn, R (894)	\$56.54	\$1,770.07
Quirk, W (407)	\$7,214.50	\$5,349.05
Rappa, J (733)	\$1,102.17	\$1,593.78
Rarey, J (838)	\$4,685.13	\$4,084.36
Ratliff, E (802)	\$5,131.69	\$4,307.65
Reddick, J (153)	\$0.00	\$1,741.80
Reedy, J (783)	\$4,859.45	\$4,171.52
Register, J (721)	\$4,752.26	\$4,117.93
Rengering, J (896)	\$2,206.02	\$2,844.81
Reynolds, T (827)	\$3,616.01	\$3,549.80
Rivera, J (763)	\$6,131.53	\$4,807.57
Rivers, R (960)	\$0.00	\$0.00
Roberts, C (646)	\$3,914.14	\$3,698.87
Roberts, R (510)	\$0.00	\$1,741.80
Robinson, J (589)	\$3,093.37	\$3,288.49
Rochelle, M (486)	\$2,398.07	\$2,940.83
Rodonis, A (903)	\$1,102.79	\$2,293.19
Rodriguez, D (860)	\$2,308.13	\$2,895.86
Rogers, R (831)	\$4,685.13	\$4,084.36
Rometty, M (936)	\$0.00	\$257.69
Rowe, J (880)	\$2,281.30	\$2,882.45
Ruck, S (850)	\$4,432.00	\$3,957.80
Salafrio, J (949)	\$0.00	\$0.00
Satcher, L (170)	\$4,008.16	\$3,745.88
Saxon, E (314)	\$0.00	\$1,741.80
Schramek, D (335)	\$861.54	\$2,172.57
Scott, L (855)	\$4,432.00	\$3,957.80
Senn, B (316)	\$6,842.79	\$5,163.19
Shipman, S (830)	\$785.98	\$2,134.79
Shrigley, R (941)	\$1,075.35	\$656.97
Sides, M (742)	\$4,559.87	\$4,021.74
Simmons, N (926)	\$0.00	\$725.35
Singletary, K (706)	\$4,521.59	\$4,002.60
Smith, B (776)	\$2,935.21	\$3,209.41

<b>Employee</b>	<b>Annualized Base Rate Increase Under 29.1.A</b>	<b>Total One-Time, Lump Sum Payment Under 29.1.B (Non-Pensionable)</b>
Smith, D (403)	\$6,658.50	\$5,071.05
Smith, D (488)	\$4,302.52	\$3,893.06
Smoak, K (932)	\$0.00	\$119.30
South, E (452)	\$651.46	\$2,067.53
South, J (451)	\$306.20	\$1,894.90
Sowards, J (754)	\$5,429.94	\$4,456.77
Stemen, A (849)	\$2,093.04	\$2,788.32
Stephens, T (892)	\$3,281.37	\$3,382.48
Stonecypher, K (823)	\$2,520.47	\$3,002.03
Strama, D (184)	\$3,456.96	\$3,470.28
Sullivan, M (843)	\$4,685.13	\$4,084.36
Sweeting, S (745)	\$5,429.94	\$4,456.77
Talton, C (698)	\$4,521.59	\$4,002.60
Teasley, S (768)	\$5,056.18	\$4,269.89
Tirado, D (492)	\$3,934.57	\$3,709.08
Tobias, B (719)	\$5,635.22	\$4,559.41
Torres, J (801)	\$5,131.69	\$4,307.65
Traywick, B (336)	\$0.00	\$1,741.80
Valdes, L (862)	\$131.82	\$1,807.71
Wagle, A (810)	\$4,046.76	\$3,765.18
Walters, M (774)	\$4,913.50	\$4,198.55
Ward, C (673)	\$2,873.93	\$3,178.77
Weaver, K (650)	\$4,553.81	\$4,018.71
Welch, C (778)	\$5,056.18	\$4,269.89
Welch, S (861)	\$1,233.39	\$2,358.49
Welter, J (709)	\$4,521.59	\$4,002.60
Wendt, H (933)	\$0.00	\$381.76
West, M (384)	\$7,994.07	\$5,738.83
White, L (286)	\$4,923.36	\$4,203.48
White, R (797)	\$5,131.69	\$4,307.65
Wilkins, E (761)	\$2,789.39	\$3,136.50
Williams, B (916)	\$27.44	\$1,154.24
Williams, D (516)	\$3,844.52	\$3,664.06
Woodmansee, M (8)	\$0.00	\$1,741.80
Yarbrough, J (154)	\$0.00	\$1,741.80
Young, H (448)	\$4,655.89	\$4,069.74
Young, V (645)	\$1,616.67	\$2,550.13
Zaragoza, F (409)	\$0.00	\$1,741.80

<b>Employee</b>	<b>Annualized Base Rate Increase Under 29.1.A</b>	<b>Total One-Time, Lump Sum Payment Under 29.1.B (Non-Pensionable)</b>
Zawadzki, A (814)	\$1,795.37	\$2,639.49
Zyskowski, F (643)	\$1,317.54	\$2,400.57

**FRATERNAL  
ORDER OF  
POLICE**



**DRUG-FREE  
WORKPLACE  
PROGRAM**



**ADDENDUM A**

**FRATERNAL ORDER OF POLICE**

**DRUG-FREE WORKPLACE**

**PROGRAM**

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20 Attachment I - Substance Abuse Investigation Report

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# FRATERNAL ORDER OF POLICE DRUG-FREE WORKPLACE

## I. PURPOSE

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work, to assure the public and fellow officers that police officers are drug-free and to promote a drug-free working environment, the City of Gainesville, Florida (City) has established this program relating to the use or abuse of alcohol and drugs by its employees. 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 Worker's Compensation benefits are forfeited pursuant to the drug-free workplace program, the employee injured on the job will be without any City-provided medical benefits.

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.

1 To the extent that Section 440.101-.102, or the implementing rules issued by the  
2 Agency for Health Care Administration (Fla. Admin. Code R. 59A-24) are  
3 amended, or other statutes and rules requiring drug testing determined to be  
4 applicable to City employees are adopted or amended, this Program will be  
5 modified without the necessity of further general notice. Amendments to the  
6 program issued as a result of the foregoing which would authorize (1) the use of  
7 additional testing techniques, (2) testing for additional drugs, or (3) creating  
8 additional situations for testing shall be provided to the Certified Bargaining  
9 Representatives of the employees covered by the program amendments. The City  
10 will bargain over the impact of such amendments if the Certified Bargaining  
11 Representative requests such within ten (10) calendar days of being provided with  
12 such amendments.  
13

14 The City's Drug-Free Workplace Program has been prepared so as not to conflict  
15 with public policy and, further, not to be discriminatory or abusive. A drug-free  
16 workplace should be the goal of every employer in America. Drug and alcohol  
17 testing is only one of the several steps that must be taken to achieve this objective.  
18 When incorporated into a comprehensive anti-drug effort, testing can go a long  
19 way in combating drug and alcohol abuse in the workplace.  
20

## 21 **II. SCOPE**

22  
23 All employees covered by this program, as a condition of employment, are  
24 required to abide by the terms of this program. Any employee in doubt as to the  
25 requirements or procedures applicable to their situations may contact the City's  
26 Risk Management Department for information. Consistent with policy  
27 determinations and legal requirements, the City shall limit testing to that which is  
28 considered necessary to meet the Purpose of this Program.  
29

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

31  
32 A. The City has given a general one-time notice to all employees that the City  
33 prohibits its employees from illegally or improperly using, possessing,  
34 selling, manufacturing, or distributing drugs on its property, or while its  
35 employees are at work; that it is against City policy to report to work or to  
36 work under the influence of drugs; and that it is a condition of employment  
37 to refrain from using illegal drugs or alcohol on the job, or abusing legal  
38 drugs on or off the job such that it affects their job, and that a drug testing  
39 program is being implemented. At least sixty (60) days have elapse  
40 between the notice and any employee drug testing implemented pursuant  
41 to this program.  
42

43 B. Prior to testing, all employees or applicants for employment will have been  
44 given a summary of the Drug-Free Workplace Program, a summary of the

1 drugs which may alter or affect a drug test, a list of local employee  
2 assistance programs and a list of local alcohol and drug rehabilitation  
3 programs.  
4

- 5 C. A notice of drug testing will be included with all job vacancy announcements  
6 for which drug testing is required. A notice of the City's drug testing  
7 program will also be posted in appropriate and conspicuous locations on  
8 the City's premises and copies of the program will be made available for  
9 inspection during regular business hours in the Human Resources  
10 Department.  
11

#### 12 **IV. DEFINITIONS**

13  
14 The definitions of words and terms as set forth in § 440.02, § 440.102(1), and  
15 112.0455 Fla. Stat., and the Agency for Health Care Administration, Drug-Free  
16 Workplace Standards (Fla. Admin. Code R. 59A-24) as may be amended, shall  
17 apply to the words and phrases used in this program unless the context clearly  
18 indicates otherwise. When the phrase "drug and alcohol" testing, use, etc., is used  
19 in connection with different testing mechanisms, prohibitions or causes for testing,  
20 "drug" includes all of the below listed substances except alcohol. "Drug" otherwise  
21 has the same meaning as in §440.102(1)(c), Fla. Stat., which defines "drug" as  
22 follows:  
23

- 24 (a) "Drug" means alcohol, including a distilled spirit,  
25 wine, a malt beverage, or an intoxicating liquor;  
26 an amphetamine; a cannabinoid; cocaine;  
27 phencyclidine (PCP); a hallucinogen;  
28 methaqualone; an opiate; a barbiturate; a  
29 benzodiazepine; a synthetic narcotic; a designer  
30 drug; or a metabolite of any of the substances  
31 listed in this paragraph.  
32 (b) The words fail, failed or failure when used in this  
33 policy are based upon a confirmed positive test  
34 result reported by the Medical Review Officer  
35 (MRO).  
36  
37

#### 38 **V. ALCOHOL USE PROHIBITIONS**

- 39  
40 A. The consumption of alcohol on City property or while on duty (during  
41 working hours, while at work, etc.) is prohibited and will result in disciplinary  
42 action, up to and including dismissal. Exception shall be made for  
43 permitted/contractual events attended off duty on City Property and for

1 undercover officers on duty who must drink as a part of the work  
2 assignment to maintain undercover status.

- 3
- 4 B. Off-duty use of alcohol which adversely affects an employee's job  
5 performance or adversely affects or threatens to adversely affect other  
6 interests of the City, including but not limited to the employee's relationship  
7 to his/her job, fellow workers' reputations, or goodwill in the community may  
8 result in disciplinary action up to and including dismissal.
- 9
- 10 C. Except as provided herein, the personal possession (e.g., on the person, or  
11 in a desk, locker, City vehicle, etc.) of alcohol on City property or during  
12 working hours will result in disciplinary action, up to and including dismissal.
- 13
- 14 D. It is against the City's program and a violation of City policy to report to work  
15 or to work under the influence of alcohol.
- 16
- 17 E. For purposes of implementing § 440.101-.102, Fla. Stat., an employee is  
18 presumed to be under the influence of alcohol if a breath test shows alcohol  
19 usage as set forth in Section VIII (K) or as otherwise provided by Section I  
20 – Purpose.
- 21
- 22 F. An employee who Management has reason to suspect is under the  
23 influence of alcohol will be removed immediately from the workplace and  
24 will be tested and evaluated by authorized personnel selected in  
25 accordance with this program. The City will take further action (i.e., further  
26 testing, referral to counseling, and/or disciplinary action) based on medical  
27 information, work history, and other relevant factors. The determination of  
28 appropriate action in each case rests solely with the City.
- 29
- 30 G. An employee who fails an alcohol test will be subject to an Internal Affairs  
31 investigation and disciplinary action. Such disciplinary action may include  
32 termination for a first offense, absent mitigating circumstances.
- 33
- 34 H. Efforts to tamper with, or refusal to submit to an alcohol test will subject the  
35 employee to dismissal.

36  
37 Refusal is defined as follows:

38  
39 Refuse to submit (to an alcohol or controlled substances test) means that  
40 an employee:

- 41
- 42 (a) fails to provide adequate breath or blood for testing without a valid  
43 medical explanation after he or she has received notice of the  
44 requirement for alcohol testing; or
- 45

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

5 (c) engages in conduct that clearly obstructs the testing process  
6

7 I. Employees arrested for an alcohol-related incident, as indicated on the  
8 arrest report, shall notify, as soon as feasible, but in any event no later than  
9 24 hours after the arrest, the City management representative having direct  
10 administrative responsibility for the arrested employee of the arrest if the  
11 incident occurs:  
12

13 (a) During working hours, or  
14

15 (b) While operating a City vehicle, or  
16

17 (c) While operating a personal vehicle on City business.  
18

19 Failure to comply with this subsection will result in disciplinary action, up to  
20 and including dismissal.  
21

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

## 30 VI. DRUG USE PROHIBITIONS

31  
32 A. The use, sale, purchase, possession, manufacture, distribution, or  
33 dispensation of drugs or their metabolites on City property or while at work  
34 (while on duty, during working hours, etc.) is a violation of the City's  
35 Program and is Just Cause for immediate dismissal. Exception shall be  
36 made for officers on duty who must, sell, purchase, possess, manufacture,  
37 distribute, or dispense drugs or their metabolites as part of the work  
38 assignment.  
39

40 B. Reporting to work, or working, under the influence of illegal drugs is a  
41 violation of the City's Program and is Just Cause for immediate dismissal.  
42

43 C. An employee who fails a random urine drug test will be subject to an  
44 Internal Affairs investigation and disciplinary action. Such disciplinary action  
45 may include termination for a first offense, absent mitigating circumstances.  
46 If mitigating circumstances warrant the employee being allowed to



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

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

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

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

3  
4 Refusal is defined as follows:

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

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

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

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

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

21  
22 H. Violations of drug prohibitions can subject an employee to disciplinary  
23 action, up to and including dismissal and will be imposed for a first offense  
24 absent mitigating circumstances. The fact that discipline is imposed for  
25 violations of this program will not prevent the imposition of further discipline,  
26 including termination, if an employee's certification is suspended or  
27 revoked, or otherwise affected in connection with a program violation.  
28

## 29 VII. TESTING

30  
31 A. Testing of Applicants

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

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

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- 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.

27 The following will be deemed reasonable suspicion and may provide  
28 a sufficient basis for requesting a drug test at the direction of the  
29 Police Chief or designee:  
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- 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

1 tardiness, a continued poor record (within eighteen months)  
2 that warrants a second or subsequent suspension action may  
3 result in a request for a drug test. This factor alone will not be  
4 cause for testing.  
5

6 h. Odor: Odor of cannabis or alcoholic beverages upon the  
7 person.  
8

9 i. Performance Related Accidents: Each employee whose  
10 performance either contributed to the accident or whose  
11 performance cannot be discounted as a contributing factor to  
12 the accident shall be drug tested. The management  
13 representative having administrative responsibility for the  
14 employee involved in the accident shall ensure that a drug  
15 test is performed as soon as possible after the accident. Any  
16 necessary emergency medical care should be provided prior  
17 to initiating testing. In absence of the need for emergency  
18 care the testing should be performed immediately. No drug  
19 test should be administered after 32 hours. If drug testing is  
20 not initiated within thirty-two (32) hours, the management  
21 representative shall document the reason testing was not  
22 completed within thirty-two (32) hours and submit it to  
23 Employee Health Services.  
24

25 Should evidence of alcohol be present, i.e., an odor of  
26 alcohol, open containers, or a statement from a witness  
27 confirming alcohol consumption, the management  
28 representative must ensure alcohol testing is done  
29 immediately after the accident unless emergency medical  
30 care is required. An employee should be tested within 2  
31 hours after the accident if at all possible. If alcohol testing is  
32 not initiated within eight (8) hours, the management  
33 representative shall document the reason testing was not  
34 completed within eight (8) hours and submit it to Employee  
35 Health Services.  
36

37 The following are conditions that require accident related  
38 testing:  
39

40 1) City employee operating a city vehicle at any time, or a  
41 non city vehicle on city business, and involved in an  
42 accident that results in a citation for a moving violation,  
43 or in any of the consequences described in 2) below.  
44

45 2) Work related accident resulting in:  
46

1 (a) death to another person or employee.  
2 However, death of another person as a result of  
3 training or a "use of force" must also be based  
4 on one or more reasonable suspicion criteria as  
5 listed in a. – h. above.  
6

7 (b) injury to the employee, requiring medical  
8 treatment at an off-site (away from the scene of  
9 the accident) medical facility other than  
10 Employee Health Services. If the injury is of  
11 such character as would have been treated at  
12 Employee Health Services, but for the  
13 unavailability of Employee Health Services,  
14 management may waive this requirement.  
15 "Unavailability" means occurring at a time other  
16 than the hours of operation of Employee Health  
17 Service or at such distance from Employee  
18 Health Services as to render their use  
19 impractical. Injuries must also be based on one  
20 or more reasonable suspicion criteria as listed in  
21 a. - h. above.  
22

23 (c) property damage estimated to be greater than  
24 \$2500, unless the employee can be absolved of  
25 all blame in the accident.  
26

27 Post-accident testing may involve breath, blood, and urine.  
28

29 C. Random Testing  
30

- 31 1. Random drug testing will be performed utilizing urine and may be  
32 performed in the future utilizing chemical breath or other statutorily  
33 required mechanisms (see Section (VIII) (K) below).  
34
- 35 2. All FOP Bargaining Unit employees will be required to submit to drug  
36 testing on a random basis.  
37
- 38 3. For purposes of selection for testing, employees shall be identified  
39 only by Social Security Numbers and the selection of employees will  
40 be conducted through the use of a random number generator or  
41 other neutral selection process.  
42
- 43 4. Upon notification to the employee and his/her immediate supervisor  
44 by the Police Chief or his/her management designee that a drug test  
45 is required, the employee shall report to the test site as soon as  
46 practical, but in no event, later than the end of the current shift after

1 notification, and provide a specimen of his/her urine. If chemical  
2 breath testing, or other reliable mechanisms, as determined by 49  
3 CFR, Part 40 for alcohol testing are used, the test may be conducted  
4 immediately at the work site or later at the collection site.  
5

- 6 5. Random testing shall be at an annual rate of between twenty-five  
7 percent (25%) and thirty percent (30%) of the average number of  
8 positions for which testing is required.  
9

10 D. Random or Position Change Testing

11  
12 The employees assigned to any unit established specifically for narcotics  
13 enforcement, e.g., Drug Enforcement Administration or Drug Task Force,  
14 work undercover and therefore require additional measures to protect their  
15 identity. It is in the mutual interest of the City of Gainesville and the Fraternal  
16 Order of Police, Gator Lodge 67, to conduct Random Drug Testing and  
17 Position Change Drug Testing for employees assigned to these units at  
18 Employee Health Services (EHS).  
19

- 20 (a) For Random testing, the employee shall report to EHS as soon as  
21 practical, but in no event, no later than 24 hours after notification.  
22 EHS shall then conduct the eight (8) panel dip stick drug test.  
23 Refusal to submit to or failure to pass this test shall result in the  
24 employee being referred to the testing lab for further testing or may  
25 result in disciplinary action, up to and including dismissal.  
26  
27 (b) For Position Change testing, the employee shall report to EHS within  
28 48 hours of receiving notification that they have been selected to fill  
29 such position. EHS will then conduct the eight (8) panel dip stick  
30 urine drug test. Refusal to submit to or failure to pass this test shall  
31 result in the employee being referred to the testing lab for further  
32 testing or will result in discipline as described in VI.F and G of this  
33 Drug Free Workplace program.  
34  
35 (c) A referral to the testing lab for Random or Position Change testing  
36 will require EHS to immediately contact the Personnel Unit of the  
37 Gainesville Police Department who will then be responsible for  
38 escorting the employee to the testing lab and remaining with the  
39 employee until the testing is completed.  
40  
41  
42

43 E. Follow-up Testing  
44

1 If an employee, in the course of employment, enters an employee  
2 assistance program for drug related problems or a drug rehabilitation  
3 program, the employee must submit to a drug test as a follow-up to such  
4 program unless such requirement is waived by the City in those cases  
5 where the employee voluntarily entered the program. Entrance to a  
6 program as a condition of continued employment or when the employee is  
7 otherwise faced with the prospect of immediate disciplinary action based  
8 upon problems associated with substance abuse shall not be considered  
9 voluntary. If follow-up testing is required, it shall be conducted at least once  
10 a year for a two-year period after completion of the program. Advance  
11 notice of such follow-up testing must not be given to the employee to be  
12 tested. Testing undertaken after referral to the Substance Abuse  
13 Professional (SAP) as a result of a first violation of the City's Drug Free  
14 Workplace Program, Article X, shall satisfy the requirements for follow-up  
15 testing.  
16

17 F. Routine Fitness for Duty

18  
19 An employee shall submit to a drug test if the test is conducted as part of a  
20 routinely scheduled employee fitness-for-duty medical examination that is  
21 required for all members of an employment classification or group. When a  
22 routinely scheduled employee fitness-for-duty medical exam is to be  
23 included, it shall be subject to collective bargaining, unless such is  
24 determined to be applicable to City employees by virtue of statutory or  
25 regulatory requirements.

26 G. Additional Testing

27  
28 Additional testing may also be conducted as required by applicable state or  
29 federal laws, rules, or regulations, subject to Section I (Purpose) above.

30 H. Refusal to Test

31  
32 Employees who refuse to submit to a test administered in accordance with  
33 this program may forfeit their eligibility for all Workers' Compensation  
34 medical and indemnity benefits and will be subject to dismissal. Employees  
35 who refuse to submit to a chemical breath test will be subject to dismissal.  
36

37 **VIII. TESTING PROCEDURE**

38  
39 A. Tested Substances

40  
41 The City may test for any or all of the following drugs:



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- Alcohol
- Amphetamines (Biphphetamine, 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**

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

14 E. Body Specimens

15  
16 Urine will be used for the initial test for all drugs except alcohol and for the  
17 confirmation of all drugs except alcohol. Breath will be used for the initial  
18 and confirmation tests for alcohol. Sufficient volume of specimens shall be  
19 obtained so as to provide for the necessary number of samples as may be  
20 required, depending upon the number of required procedures. Chemical  
21 breath testing methods will be utilized in connection with justifying further  
22 alcohol/blood tests in instances involving reasonable suspicion, and random  
23 testing under this program. In the case of injured employees, the physician  
24 will have the discretion to determine to not draw a blood sample if such  
25 would threaten the health of the injured employee or if the employee has a  
26 medical condition unrelated to the accident which may preclude the drawing  
27 of the necessary quantity of blood for a testing specimen. Under these  
28 circumstances, no inference or presumption of intoxication or impairment  
29 will be made for the purposes of § 440.101-.102, but discipline for violation  
30 of the Program may be taken based upon observable conduct or conditions  
31 and/or the result of other tests, if any.  
32

33 F. Cost of Testing

34  
35 The City will pay the cost of initial and confirmation drug tests, which it  
36 requires of employees and job applicants. An employee or job applicant will  
37 pay the cost of any additional drug tests not required by the City. In the  
38 event that the City requires the employee's presence at the collection site  
39 outside normal working hours as part of the testing process and the  
40 employee passes the drug/alcohol test he/she will be compensated (if  
41 applicable) for time spent at the collection site, at the appropriate wage rate.  
42

43 G. Collection Site, Work Site  
44

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

1 employers for testing procedures required under § 440.101-.102,  
2 Fla. Stat.

- 3
- 4 2. All laboratory security, chain of custody, transporting and receiving of  
5 specimens, specimen processing, retesting, storage of specimens,  
6 instrument calibration and reporting of results will be in accordance  
7 with applicable state or federal laws and rules established by HCA;  
8 to the extent the above information is readily reproducible by the lab  
9 and not confidential, such will be forwarded to the appropriate  
10 certified bargaining unit representative upon their request and their  
11 payment for reproduction cost.
- 12
- 13 3. The Medical Review Officer will provide assistance to the employee  
14 or job applicant for the purpose of interpreting any positive confirmed  
15 test results.
- 16

17 J. Initial Tests Used

18

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

24	Alcohol	.04 g/dl%
25	Amphetamines	1000 ng/ml
26	Cannabinoids	50 ng/ml
27	Cocaine	300 ng/ml
28	Phencyclidine	25 ng/ml
29	Methaqualone	300 ng/ml
30	Opiates	300 ng/ml
31	Barbiturates	300 ng/ml
32	Benzodiazepines	300 ng/ml
33	Synthetic Narcotics:	
34	Methadone	300 ng/ml
35	Propoxyphene	300 ng/ml

36

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

38

39 All blood and urine specimens identified as positive on the initial test will be  
40 confirmed using gas chromatography/mass spectrometry (GC/MS) or an  
41 equivalent or more accurate scientifically accepted method approved by the  
42 HCA, except that alcohol will be confirmed using an evidential breath  
43 testing device (EBT). All confirmation will be done by quantitative analysis.  
44 Concentrations which exceed the linear region of the standard curve will be  
45 documented in the laboratory and recorded as "greater than highest

1 standard curve value." The following confirmation cutoff levels<sup>1</sup> will be used  
2 when analyzing specimens to determine whether they are positive or  
3 negative for these drug metabolites. All levels equal to or exceeding the  
4 following will be reported as positive:

5	Alcohol	.04 g/dl%
6	Amphetamines	500 ng/ml
7	Cannabinoids	15 ng/ml
8	Cocaine	150 ng/ml
9	Phencyclidine	25 ng/ml
10	Methaqualone	150 ng/ml
11	Opiates	300 ng/ml
12	Barbiturates	150 ng/ml
13	Benzodiazepines	150 ng/ml
14	Synthetic Narcotics:	
15	Methadone	150 ng/ml
16	Propoxyphene	150 ng/ml

17  
18 L. Comparable Procedures

19  
20 To the extent allowed by law and regulation, the City shall utilize 49 CFR,  
21 Part 40 procedures for workplace drug testing programs in lieu of the  
22 comparable procedures described herein, or incorporated by reference,  
23 when such comparable procedures are based upon the requirements of  
24 Fla. Admin. Code R. 59A-24.  
25

26 **IX. TEST RESULTS**

27 A. Reporting Results

- 28  
29 1. The laboratory shall disclose to the Medical Review Officer (MRO) a  
30 written positive confirmed test result report within seven (7) working  
31 days after receipt of the sample. The laboratory should report all test  
32 results (both positive and negative) to the MRO within seven (7)  
33 working days after receipt of the specimen at the laboratory. The  
34 name and address of the current MRO is on file with Employee  
35 Health Services. The MRO is contracted by the City and is not an  
36 employee of the drug testing laboratory.  
37  
38 2. The laboratory will report as negative all specimens which are  
39 negative on the initial test or negative on the confirmation test. Only  
40 specimens confirmed positive on both the initial test and the  
41 confirmation test will be reported positive for a specific drug.  
42

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

- 1                   3.     The laboratory will transmit results in a manner designed to ensure  
2                   confidentiality of the information. The laboratory and MRO will  
3                   ensure the security of the data transmission and restrict access to  
4                   any data transmission, storage and retrieval system.  
5  
6                   4.     As provided in Fla. Admin. Code R. 59A-24 , the MRO will verify that  
7                   positive and negative test results were properly analyzed and  
8                   handled according to HCA rules. The MRO may require a retest.  
9                   The MRO will have knowledge of substance abuse disorders and  
10                  shall also be knowledgeable in the medical use of prescription drugs  
11                  and in the pharmacology and toxicology of illicit drugs. The MRO  
12                  shall evaluate the drug test result(s) reported by the lab, verify by  
13                  checking the chain of custody form that the specimen was collected,  
14                  transported and analyzed under proper procedures and, determine if  
15                  any alternative medical explanations caused a positive test result.  
16                  This determination by the MRO may include conducting a medical  
17                  interview with the tested individual, review of the individual(s) medical  
18                  history or the review of any other relevant bio-medical factors. The  
19                  MRO shall also review all medical records made available by the  
20                  tested individual. The MRO may request the laboratory to provide  
21                  quantification of test results.  
22  
23                  5.     Within three (3) days of receipt of the test results, the MRO will: (1)  
24                  notify Designated Employer Representative (DER) of negative  
25                  results, and (2) contact the employee or job applicant regarding a  
26                  confirmed positive test result and make such inquiry as to enable the  
27                  MRO to determine whether prescription or over-the-counter  
28                  medication could have caused the positive test results. In this later  
29                  case, the MRO will follow the applicable procedure set forth in either  
30                  the HCA or D.O.T. rules for providing the employee or job applicant  
31                  the opportunity to present relevant information regarding the test  
32                  results. After following the appropriate procedures, the MRO will  
33                  notify the City in writing of any verified test results. If the MRO, after  
34                  making and documenting all reasonable efforts, is unable to contact  
35                  the employee or job applicant to discuss positive test results, the  
36                  MRO will contact a designated management official to arrange for  
37                  the employee or applicant to contact the MRO.

38  
39                  The MRO may verify a positive test without having communicated to  
40                  the employee or applicant about the results of the test, if 1) the  
41                  employee or applicant declines the opportunity, or 2) within two (2)  
42                  working days after contacting the designated management official,  
43                  the employee or applicant has not contacted the MRO. Further,  
44                  employees or applicants must cooperate fully with the MRO. Upon  
45                  receipt of notification by the City that an employee or applicant failed  
46                  to meet with the MRO upon his or her request or failed to promptly  
47                  provide requested information the City will disqualify an applicant

1 from being hired or will immediately place an employee on  
2 suspension without pay that may result in discharge.

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

30 **B. Challenges to Test Results**

- 31
- 32 1. Within five (5) working days (Monday thru Friday, 0800 - 1700,  
33 except observed/designated holidays) after receiving notice of a  
34 confirmed positive test result from the City, the employee or job  
35 applicant may submit information to the City explaining or contesting  
36 the test results and why the results do not constitute a violation of  
37 this program. The employee or job applicant will be notified, in  
38 writing, if the explanation or challenge is unsatisfactory to the City.  
39 This written explanation will be given to the employee or job  
40 applicant within 15 days of receipt of the explanation or challenge,  
41 and will include why the employee's or job applicant's explanation is  
42 unsatisfactory, along with the report of positive results. All such  
43 documentation will be kept confidential and will be retained for at  
44 least one (1) year.
- 45

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- 2. Employees may challenge employment decisions made pursuant to this program as may be authorized by the City Human Resources policy or collective bargaining agreement.
  
- 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.



- 1 4. There shall be written procedures for the action to be taken when  
2 systems are out of acceptable limits or errors are detected in  
3 accordance with 49 CFR, Part 40.  
4

5 C. Employee/Applicant Protection  
6

- 7 1. During the 180-day period after the employee's or applicant's receipt  
8 of the City's written notification of a positive test result, the employee  
9 or applicant may request that the City have a portion of the specimen  
10 retested, at the employee's or applicant's expense. The retesting  
11 must be done at another HCA licensed laboratory. The second  
12 laboratory must test at equal or greater sensitivity for the drug in  
13 question as the first laboratory. The first laboratory which performed  
14 the test for the City will be responsible for the transfer of the portion  
15 of the specimen to be retested, and for the integrity of the chain of  
16 custody for such transfer.  
17  
18 2. The drug testing laboratory will not disclose any information  
19 concerning the health or mental condition of the tested employee or  
20 job applicant.  
21  
22 3. The City will not request or receive from the testing facility any  
23 information concerning the personal health, habit or condition of the  
24 employee or job applicant including, but not limited to, the presence  
25 or absence of HIV antibodies in a worker's body fluids.  
26  
27 4. The City will not dismiss, discipline, refuse to hire, discriminate  
28 against, or request or require rehabilitation of an employee or job  
29 applicant on the sole basis of a positive test result that has not been  
30 verified by a confirmation test and by a MRO.  
31  
32 5. The City will not dismiss, discipline or discriminate against an  
33 employee solely upon the employee's voluntarily seeking treatment,  
34 while in the employ of the City, for a drug-related problem, if the  
35 employee has not previously tested positive for drug use, entered an  
36 employee assistance program for drug-related problems, or entered  
37 an alcohol or drug rehabilitation program. This shall not prevent  
38 follow-up testing as required by this program (See paragraph VII.E.  
39 above).  
40

41 D. Comparable Procedures  
42

43 To the extent allowed by law and regulation, the City shall utilize 49 CFR,  
44 Part 40 procedures for workplace drug testing programs in lieu of the  
45 comparable procedures described herein, or incorporated by reference,

1 when such comparable procedures are based upon the requirements of  
2 Fla. Admin. Code R. 59A-24.  
3

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

- 5  
6 A. The City regards its employees as its most important asset. Accordingly,  
7 the City maintains an EAP which provides help to employees who suffer  
8 from alcohol or drug abuse and other personal or emotional problems.  
9 Employees with such problems should seek confidential assistance from  
10 the EAP or other community resources before drug or alcohol problems  
11 lead to disciplinary action. Employees may contact Employee Health  
12 Services for the name of the City's EAP.  
13
- 14 B. Information about a self-referred employee's contact with the EAP is  
15 confidential and will not be disseminated without the employee's  
16 permission. Further, an employee is not subject to discipline solely as a  
17 result of a self referral for treatment.  
18
- 19 C. However, use of the EAP or other community resources will not shield the  
20 employee from appropriate disciplinary action for violations of the City's  
21 Drug-Free Workplace Program if such violations come to the City's attention  
22 through other means, including, but not limited to, reports from employees  
23 or outsiders, direct observation, or drug testing.  
24
- 25 D. Employees referred to the Substance Abuse Professional (SAP) as a result  
26 of a first violation of the City's Drug-Free Workplace Program will be allowed  
27 to continue their employment with the City provided they:  
28
- 29 1. contact the SAP and strictly adhere to all the terms of treatment and  
30 counseling; and
  - 31 2. immediately cease any and all abuse/use of alcohol/drugs; and
  - 32 3. consent, in writing, to periodic unannounced testing for a period of up  
33 to 60 months after returning to work or completion of any  
34 rehabilitation program, whichever is later; and
  - 35 4. pass all drug test(s) administered under this program and
  - 36 5. The employee and the certified bargaining representative, if any,  
37 executes and abides by an agreement describing the required  
38 conditions.  
39  
40  
41  
42  
43  
44

- 1 E. Participation in an employee assistance program or a drug rehabilitation  
2 program shall be paid for to the extent authorized under the City's Health  
3 insurance plan, whether the particular program is selected by the employee  
4 or the City.  
5

6 **XI. INVESTIGATION**

- 7
- 8 A. To ensure that illegal drugs and alcohol do not enter or affect the  
9 workplace, the City reserves the right to undertake reasonable searches of  
10 all vehicles, containers, lockers, or other items on City property in  
11 furtherance of this program. Individuals may be requested to display  
12 personal property for visual inspection. Exception shall be made for officers  
13 on duty who must sell, purchase, possess, manufacture, distribute or  
14 dispense drugs, or their metabolites or alcohol as part of the work  
15 assignment.  
16
- 17 B. Searches for the purpose described herein will be conducted only where  
18 the City has reasonable suspicion that the employee has violated the City's  
19 Drug-Free Workplace Program, and that evidence of such misconduct may  
20 be found during the search. A substance abuse investigation report shall  
21 be completed within twenty-four (24) hours after any search conducted  
22 pursuant to this sub-section.  
23
- 24 C. Preventing a premises/vehicle search or refusing to display personal  
25 property for visual inspection pursuant to this section will be grounds for  
26 disciplinary action, up to and including dismissal and/or denial of access to  
27 City premises.  
28
- 29 D. Searches of an employee's personal property will take place only in the  
30 employee's presence. All searches under this program will occur with the  
31 utmost discretion and consideration for the employee involved.  
32
- 33 E. Individuals may be required to empty their pockets, but under no  
34 circumstances will an employee be required to remove articles of clothing or  
35 be physically searched except by law enforcement personnel having lawful  
36 authority to do so.  
37
- 38 F. Because the City's primary concern is for the safety of its employees, the  
39 public and their working environment, the City will not normally seek  
40 prosecution in matters involving mere possession of illegal substances  
41 discovered solely as a result of a reasonable search under this section.  
42 However, the City will turn over all confiscated drugs and drug  
43 paraphernalia to the proper law enforcement authorities. Further, the City  
44 reserves the right to cooperate with or enlist the services of proper law  
45 enforcement authorities in the course of any investigation.  
46

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

2  
3 A. As a condition of employment, each employee obligates himself or herself  
4 to notify his or her appropriate management representative of the arrest for  
5 any alleged violation of, or conviction under any criminal drug statute,  
6 including but not limited to, offenses described in Chapter 316.193, Chapter  
7 859, and Chapter 893, Fla. Stat. (1991). Except for the more immediate  
8 notice required under paragraph V.I. of this program, the employee shall  
9 give the required notice within 48 working hours of such event. Failure to  
10 notify will result in dismissal.

11  
12 B. Arrests:

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

- 25  
26 1. During the preliminary investigation, an employee may be placed on  
27 leave with pay, if applicable, or removed from his/her  
28 assignment/position.  
29 2. After the preliminary investigation is completed, but in no event later  
30 than 15 days after the Police Chief/Designee learns of the arrest, normal  
31 personnel procedures shall be implemented.

32 **XIII. CONFIDENTIALITY**

33  
34 All information, interviews, reports, statements, memoranda and drug test results,  
35 written or otherwise, received by the City as a part of this drug testing program are  
36 confidential communications. Unless required by state or federal laws, rules or  
37 regulations, the City will not release such information without a written consent  
38 form signed voluntarily by the person tested, except when consulting with legal  
39 counsel in connection with action brought under or related to § 440.101-.102, Fla.  
40 Stat., or when the information is relevant to the City's defense in a civil or  
41 administrative matter.

42  
43 The provisions of §119.07 to the contrary notwithstanding:

44  
45 A. All information, interviews, reports, statements, memoranda, and drug test  
46 results, written or otherwise, received or produced as a result of a drug

1 testing program are confidential communications and may not be used or  
2 received in evidence, obtained in discovery, or disclosed in any public or  
3 private proceedings, except in accordance with this section or in  
4 determining compensability under Chapter 440 Florida Statutes.  
5

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

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

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

25 D. Nothing herein shall be construed to prohibit the employer, agent of the  
26 employer, or laboratory conducting a drug test from having access to  
27 employee drug test information when consulting with legal counsel in  
28 connection with actions brought under or related to this section or when the  
29 information is relevant to its defense in a civil or administrative matter.  
30  
31

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

33 A. Resource File

34 The City will maintain a current resource file of providers of employee  
35 assistance including alcohol and drug abuse programs, mental health  
36 providers, and various other persons, entities or organizations designed to  
37 assist employees with personal or behavioral problems. The City will inform

1 employees and new hires about various employee assistance programs  
2 that the employer may have available. The information shall be made  
3 available at a reasonable time convenient to the City in a manner that  
4 permits discreet review by the employee. The City will provide the names,  
5 addresses, and telephone numbers of employee assistance programs and  
6 local alcohol and drug rehabilitation programs to employees and applicants.  
7

8 **B. Individual Test Results**

- 9
- 10 1. The MRO shall be the sole custodian of individual positive test  
11 results.
  - 12
  - 13 2. The MRO shall retain the reports of individual positive test results for  
14 a period of two (2) years.
  - 15
  - 16 3. The City shall keep confidential and retain for at least one (1) year an  
17 employee's challenge or explanation of a positive test result, the  
18 City's response thereto, and the report of positive result.
  - 19
  - 20 4. The City shall keep all negative test results for two (2) years.  
21

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

- 23
- 24 1. Records which demonstrate that the collection process conforms to  
25 all appropriate state or federal regulations shall be kept for three (3)  
26 years.
  - 27
  - 28 2. A record of the number of employees tested by type of test shall be  
29 kept for five (5) years.
  - 30
  - 31 3. Records confirming that managers, supervisors and employees have  
32 been trained under this program shall be kept for three (3) years.  
33

34 **D. Drug Training Program**

- 35
- 36 1. The City shall establish and maintain a Drug Training Program. The  
37 Program shall, at a minimum, include the following:  
38
    - 39 a. A written statement on file and available for inspection at its  
40 Human Resources Department outlining the Program;
    - 41
    - 42 b. At least an annual educational and training component for  
43 employees which addresses drugs; and  
44

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

3  
4 2. The educational and training components described in paragraphs  
5 D.1.b. and D.1.c. above shall include the following:

6  
7 a. The effects and consequences of drug use on personal  
8 health, safety and work environment;

9  
10 b. The manifestations and behavioral changes that may indicate  
11 drug use or abuse; and

12  
13 c. Documentation of training given to employees, supervisory  
14 and management personnel.

15  
16 E. Comparable Procedures

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

**CONFIDENTIAL**  
**SUBSTANCE ABUSE INVESTIGATION REPORT**

*(This form must be completed **within 24 hours** (FMCSA, FTA, IAFF and PHMSA), **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 Identification 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.*

<b>REASONABLE SUSPICION FOR:</b>	ALCOHOL <input type="checkbox"/>	CONTROLLED SUBSTANCES <input type="checkbox"/>
----------------------------------	----------------------------------	--

APPEARANCE:			
normal	<input type="checkbox"/>	sleepy	<input type="checkbox"/>
clothing	<input type="checkbox"/>	cleanliness	<input type="checkbox"/>
runny nose	<input type="checkbox"/>	blood shot eyes	<input type="checkbox"/>
dilated pupils	<input type="checkbox"/>	other	<input type="checkbox"/>
Description:			

BEHAVIOR:			
normal	<input type="checkbox"/>	erratic	<input type="checkbox"/>
inappropriate gaiety	<input type="checkbox"/>	mood swings	<input type="checkbox"/>
lack of coordination	<input type="checkbox"/>	slurred speech	<input type="checkbox"/>
excessive absenteeism	<input type="checkbox"/>	chronic sore throat	<input type="checkbox"/>
avoids supervisors	<input type="checkbox"/>	talkativeness	<input type="checkbox"/>
lack of concentration	<input type="checkbox"/>	pattern of accidents	<input type="checkbox"/>
frequent need to borrow money	<input type="checkbox"/>	unsatisfactory work performance	<input type="checkbox"/>
wearing sunglasses or long sleeve shirts at inappropriate times	<input type="checkbox"/>	Increased difficulty at home	<input type="checkbox"/>
secretive behavior	<input type="checkbox"/>	defensive behavior	<input type="checkbox"/>
Description:			

<b>BODY ODORS:</b>
--------------------

<b>OTHER OBSERVATIONS FOR REASONABLE SUSPICION:</b>
---

<b>AUTHORITY FOR TESTING:</b> i.e., FMCSA, PHMSA, FTA, CWA, City, IAFF, PBA, FOP, ATU
--

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

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

\_\_\_\_\_  
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.**