

AGREEMENT BETWEEN THE
CITY OF GAINESVILLE

AND

PROFESSIONAL FIRE FIGHTERS
OF GAINESVILLE LOCAL NO. 2157
OF THE
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

OCTOBER 1, 2009 – SEPTEMBER 30, 2012

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 RECOGNITION	2
ARTICLE 2 DURATION.....	3
ARTICLE 3 UNION SECURITY AND CHECK OFF.....	3
ARTICLE 4 NON-DISCRIMINATION.....	4
ARTICLE 5 LIABILITY	5
ARTICLE 6 CONTRACT SAVING CLAUSE.....	5
ARTICLE 7 TRANSFER OF DEPARTMENT AGREEMENT	5
ARTICLE 8 MANAGEMENT RIGHTS.....	5
ARTICLE 9 PROHIBITION OF STRIKES.....	6
ARTICLE 10 JOB REQUIREMENTS	7
ARTICLE 11 VACANT	8
ARTICLE 12 RULES AND REGULATIONS	9
ARTICLE 13 OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITY	9
ARTICLE 14 TOBACCO USE PROHIBITION.....	10
ARTICLE 15 LABOR MANAGEMENT BOARD.....	10
ARTICLE 16 DISCHARGE AND DISCIPLINE.....	11
ARTICLE 17 GRIEVANCE PROCEDURE	13
ARTICLE 18 HEALTH AND SAFETY	17
ARTICLE 19 PHYSICAL FITNESS	18
ARTICLE 20 PROMOTION.....	20
ARTICLE 21 SENIORITY	26
ARTICLE 22 PERSONNEL REDUCTION.....	26
ARTICLE 23 TRANSFER OF PERSONNEL.....	27
ARTICLE 24 UNION ACTIVITY AND BUSINESS	27
ARTICLE 25 PENSIONS	29
ARTICLE 26 HOSPITALIZATION AND LIFE INSURANCE.....	29
ARTICLE 27 PROTECTIVE CLOTHING AND EQUIPMENT	32
ARTICLE 28 UNIFORMS.....	33

ARTICLE 29 MISCELLANEOUS EMPLOYEE BENEFITS.....	34
ARTICLE 30 TUITION REIMBURSEMENT.....	35
ARTICLE 31 BULLETIN BOARDS.....	35
ARTICLE 32 HOLIDAYS.....	36
ARTICLE 33 VACATIONS.....	40
ARTICLE 34 SICK LEAVE.....	44
ARTICLE 35 BEREAVEMENT LEAVE	48
ARTICLE 36 TRADE TIME.....	49
ARTICLE 37 JURY DUTY AND COURT APPEARANCES	51
ARTICLE 38 LEAVE OF ABSENCE	52
ARTICLE 39 MILITARY LEAVE.....	62
ARTICLE 40 WAGES.....	63
ARTICLE 41 HOURS OF WORK AND OVERTIME PAYMENT.....	66
ARTICLE 42 WORKERS' COMPENSATION.....	69
ARTICLE 43 DRUG-FREE WORKPLACE	70
ARTICLE 44 LONGEVITY PAY.....	70

Attachment I – Cox Programming Choices 7/98

Attachment II – Health Assessment Information

Exhibit I – Pay Plan

Addendum “D” – Drug-Free Workplace

TABLE OF CONTENTS – ALPHABETICAL

ARTICLE 35	BEREAVEMENT LEAVE.....	48
ARTICLE 31	BULLETIN BOARDS.....	35
ARTICLE 6	CONTRACT SAVING CLAUSE.....	5
ARTICLE 16	DISCHARGE AND DISCIPLINE.....	11
ARTICLE 43	DRUG-FREE WORKPLACE.....	70
ARTICLE 2	DURATION.....	3
ARTICLE 17	GRIEVANCE PROCEDURE.....	13
ARTICLE 18	HEALTH AND SAFETY.....	17
ARTICLE 32	HOLIDAYS.....	36
ARTICLE 26	HOSPITALIZATION AND LIFE INSURANCE.....	29
ARTICLE 41	HOURS OF WORK AND OVERTIME PAYMENT.....	66
ARTICLE 10	JOB REQUIREMENTS.....	7
ARTICLE 37	JURY DUTY AND COURT APPEARANCES.....	51
ARTICLE 15	LABOR MANAGEMENT BOARD.....	10
ARTICLE 38	LEAVE OF ABSENCE.....	52
ARTICLE 5	LIABILITY.....	5
ARTICLE 44	LONGEVITY PAY.....	62
ARTICLE 8	MANAGEMENT RIGHTS.....	5
ARTICLE 39	MILITARY LEAVE.....	62
ARTICLE 29	MISCELLANEOUS EMPLOYEE BENEFITS.....	34
ARTICLE 4	NON-DISCRIMINATION.....	4
ARTICLE 13	OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITY.....	9
ARTICLE 25	PENSIONS.....	29
ARTICLE 22	PERSONNEL REDUCTION.....	26
ARTICLE 19	PHYSICAL FITNESS.....	18

TABLE OF CONTENTS – ALPHABETICAL

ARTICLE 9	PROHIBITION OF STRIKES.....	6
ARTICLE 20	PROMOTION.....	20
ARTICLE 27	PROTECTIVE CLOTHING AND EQUIPMENT.....	32
ARTICLE 1	RECOGNITION.....	2
ARTICLE 12	RULES AND REGULATIONS.....	9
ARTICLE 21	SENIORITY.....	26
ARTICLE 34	SICK LEAVE.....	44
ARTICLE 14	TOBACCO USE PROHIBITION.....	10
ARTICLE 36	TRADE TIME.....	49
ARTICLE 7	TRANSFER OF DEPARTMENT AGREEMENT.....	5
ARTICLE 23	TRANSFER OF PERSONNEL.....	27
ARTICLE 30	TUITION REIMBURSEMENT.....	31
ARTICLE 28	UNIFORMS.....	35
ARTICLE 24	UNION ACTIVITY AND BUSINESS.....	27
ARTICLE 3	UNION SECURITY AND CHECK OFF.....	3
ARTICLE 11	VACANT.....	8
ARTICLE 33	VACATIONS.....	40
ARTICLE 40	WAGES.....	63
ARTICLE 42	WORKERS' COMPENSATION.....	69
PREAMBLE	1

Attachment I – Cox Programming Choices 7/98

Attachment II – Health Assessment Information

Attachment III – Kelly Day Selection

Exhibit I – Pay Plan

Addendum “D” – Drug-Free Workplace

ARTICLE 1
RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining for all the employees of the Fire Department as certified by the Public Employees Relations Commission of the State of Florida. Such employees include all full-time, regular, non-managerial, and non-confidential employees in the following classifications:

- | | |
|----------------------|--------------------------------|
| Firefighter | Fire Inspector |
| Fire Driver-Operator | Investigative Services Officer |
| Fire Lieutenant | Fire Training Captain |

Should the City create new classifications, the City shall discuss with the Union whether or not the new classification should be included or excluded from the bargaining unit. If the Union objects to the exclusion, it is understood the Union will request determination of the new classification's status from the Public Employees Relations Commission.

1.2 The Union recognizes the Executive Officer of the City or his designated representative as the sole representative of the City of Gainesville for the purpose of collective bargaining.

1.3 The City recognizes the President of the Union or his designated representative as the official spokesman in any matter between the Union and the Employer.

1.4 All employees reaching or possessing state firefighter certification shall be considered to be probationary employees until twelve (12) months have elapsed. Probationary employees shall be evaluated quarterly and shall receive raises according to Article 40 - Wages. Probationary employees shall be covered under the terms and conditions set forth in this Agreement, but shall have no right to grieve a discharge or layoff under this Agreement. A leave of absence without pay during the required probationary period may extend the required probationary period by the length of time taken.

1 **ARTICLE 2**
2 **DURATION**

- 3
4 2.1 This Agreement and its appendages constitute the complete Agreement
5 between the parties.
6 2.2 Upon ratification by the Union and the City Commission, this Agreement shall
7 remain in effect until September 30, 2012.
8 2.3 This Agreement shall be automatically renewed from year-to-year after
9 September 30, 2012, unless either party notifies the other, in writing, prior to
10 April 1st of the expiration year that it desires to modify this Agreement. Such
11 notification shall include the titles and sections of the articles the parties wish
12 to re-negotiate. Party receiving notification shall respond in kind within fifteen
13 (15) days.
14 2.4 This Agreement shall remain in full force and effect during the period of
15 negotiations for a modification of this Agreement.

16
17 **ARTICLE 3**
18 **UNION SECURITY AND CHECK OFF**

- 19 3.1 Any and all employees who are eligible for inclusion in the bargaining unit shall
20 have the right to join or not to join the Union as they individually prefer. It is
21 agreed that there shall be no discrimination for or against any employee
22 because of membership in said organization and likewise, no employee shall
23 be discriminated against for non-membership in the Union.
24 3.2 The City agrees to deduct each payday dues and uniform assessments in an
25 amount certified to be current by the Secretary-Treasurer of the Local Union
26 from the pay of those employees and retirees who individually request in
27 writing that such deductions be made. Remittance shall be made by the City
28 to the Secretary-Treasurer of the Union. Changes in such deductions will be
29 similarly certified to the City in writing and shall be done at least thirty (30) days
30 prior to the effective date of such change. The City's remittance will be
31 deemed correct if the Union does not give written notice to the City within
32 fourteen (14) calendar days after the remittance is received, of its belief, with

1 reason(s) stated therefore, that the remittance is incorrect. This dues
2 authorization may be revoked by the employee or retiree upon thirty (30) days
3 written notice to the City and to the Union.

4 3.3 No deduction shall be made from the pay of any employee or retiree for any
5 payroll period in which the employee's net earnings for that payroll period, after
6 other deductions, are less than the amount of dues to be checked off.

7 3.4 The Union shall indemnify, defend and hold the City harmless against any and
8 all claims, demands, suits, or other forms of liability that shall arise out of or by
9 reason of action taken or not taken by the City in reliance upon documents or
10 cards or other information furnished to the City by the Union in complying with
11 any of the provisions of this Article. The Union assumes full responsibility for
12 the disposition of the monies so deducted once they have been turned over to
13 the Secretary-Treasurer of the Union.

14
15 **ARTICLE 4**

16 **NON-DISCRIMINATION**

17 4.1 Employees of the City shall have the right to form, join, and participate in, or to
18 refrain from forming, joining, participating in, any employee organization of
19 their own choosing. No employee shall be intimidated, restrained, coerced or
20 discriminated against by either the City or the Union because of the exercise of
21 these rights.

22 4.2 The City and the Union agree there shall be no discrimination against any
23 employee covered by this Agreement in any manner which would violate any
24 applicable laws because of sex, race, color, age, handicap, religion, national
25 origin, marital status, political affiliation, sexual orientation, gender identity or
26 membership or non-membership in the Union. Since discrimination is a
27 constitutional issue, all the provisions of this section, except membership or
28 non-membership in the Union, gender identity and sexual orientation, shall not
29 be subject to the arbitration provisions of this Agreement.

30 4.3 The use of masculine or feminine gender in this Agreement shall be construed
31 as including both genders.

1 **ARTICLE 5**

2 **LIABILITY**

3 5.1 The City will defend any actions in tort brought against any employee(s)
4 covered by this Agreement as a result of any alleged negligence of said
5 employee(s) arising out of and in the scope of their employment with the City
6 unless such employee(s) acted in bad faith with malicious purpose or in a
7 manner exhibiting wanton and willful disregard to human rights, safety or
8 property.

9
10 **ARTICLE 6**

11 **CONTRACT SAVING CLAUSE**

12 6.1 Should any provision of this Agreement be declared unlawful, unenforceable,
13 or not in accordance with applicable statutes by a court of competent and final
14 jurisdiction or by a legislative authority, all other provisions of this Agreement
15 shall remain in full force and effect for the duration of this Agreement.

16 6.2 Both parties shall meet to re-negotiate said provisions within thirty (30)
17 calendar days.

18
19 **ARTICLE 7**

20 **TRANSFER OF DEPARTMENT AGREEMENT**

21 7.1 The City agrees that in the event of a transfer of the Fire Department or its
22 functions to any other legal entity, all rights and benefits of the transferred
23 employees guaranteed under this Agreement shall be continued for the term
24 of this Agreement.

25
26 **ARTICLE 8**

27 **MANAGEMENT RIGHTS**

28 8.1 It is the right of the Public Employer to determine unilaterally the purposes of
29 each of its constituent agencies, set standards of services to be offered to the
30 public, and exercise control and discretion over its organization and
31 operations.

1 8.2 In addition, except as provided in this Agreement, the Union recognizes the
2 sole and exclusive rights, powers and authority of the Public Employer further
3 include, but are not limited to, the following: to direct and manage employees
4 of the City, to hire, promote, transfer, schedule, assign, and retain employees,
5 to suspend, demote, discharge or take other disciplinary action against
6 employees for just cause, to relieve employees from duty because of lack of
7 work, funds or other legitimate reasons, to maintain the efficiency of its
8 operations including the right to contract and subcontract existing and future
9 work, to determine the duties to be included in job classifications and the
10 numbers, types and grades of positions or employees assigned to an
11 organizational unit, department or project, to assign overtime and to determine
12 the amount of overtime required, to control and regulate the use of all its
13 equipment and other property, to establish and require employees to observe
14 all its rules and regulations, and to conduct performance evaluations.
15 However, the exercise of such rights shall not preclude the Union from raising
16 grievances should decisions on the above matters have the practical
17 consequences of violating the terms and conditions of this Agreement.

18 8.3 If, in the sole discretion of the City Commission, it is determined that civil
19 emergency conditions exist, including but not limited to, riots, civil disorders,
20 hurricane conditions or similar catastrophes, the provisions of this Agreement
21 may be suspended by the Mayor-Commissioner during the time of the
22 declared emergency, or when an emergency is imminent, provided that wage
23 rates and monetary fringe benefits shall not be suspended. Should an
24 emergency arise, the Union President shall be advised as soon as possible of
25 the nature of the emergency

26

27 **ARTICLE 9**

28 **PROHIBITION OF STRIKES**

29 9.1 During the term of this Agreement, neither the Union nor its agents or any
30 employee, for any reason, will authorize, institute, aid, condone, or engage in a
31 slowdown, work stoppage, strike, or any other interference with the work and

1 statutory functions or obligations of the Employer. During the term of this
2 Agreement, the Employer agrees not to lock out any employees covered by
3 this Agreement.

4 9.2 The Union agrees to notify all Local officers and representatives of their
5 affirmative obligation and responsibility for maintaining compliance with this
6 Article, including their responsibility to remain at work during any interruption
7 which may be caused or initiated by others, and to encourage employees
8 violating Section 9.1 to return to work, and to firmly undertake all reasonable
9 means to end such.

10
11 **ARTICLE 10**

12 **JOB REQUIREMENTS**

13 10.1 Employees hired by the City and bargaining unit members must obtain and
14 maintain State of Florida certifications as Firefighter, EMT or Paramedic, and
15 have State of Florida Driver License valid for driving emergency vehicles.

16 10.2 New members shall obtain the certifications listed in 10.1 within one (1) year
17 from date of hire; time off will be provided to obtain these certifications
18 excluding the Florida Driver License.

19
20 Current employees will be provided the opportunity on the City's time and at
21 the City's expense to obtain and maintain the job requirements in 10.1.

22
23 The failure of a current bargaining unit member to comply with the above-
24 listed job requirements will result in a reduction in pay of 2.5 % and the
25 employee will be frozen at that pay until the required certifications are
26 obtained.

27 10.3 All employees hired after December 31, 1995, agree to obtain and maintain
28 State Certification as a paramedic if required to do so by the City.
29 Paramedic candidates will first be sought on a voluntary basis. To the extent
30 that additional paramedics are required, they will be selected in reverse
31 order of seniority after having completed probation.

- 1 10.4 Employees who are required to be paramedics, in accordance with Section
2 10.3 shall, upon request, be permitted to seek relief from said requirement
3 from the Department Medical Director.
- 4 10.5 Should an employee holding a Paramedic certification decide to relinquish
5 his/her certification, the employee will be required to activate his/her EMT
6 certification. The Department will bear the cost of activating the EMT
7 certification so the employee can continue to meet job requirements as set
8 forth in Article 10.1, unless otherwise affected by Articles 10.3 or 10.4 above.
- 9 10.6 Should an employee, through action of the Medical Director or the State of
10 Florida, lose the ability to practice as a Paramedic for the Gainesville Fire-
11 Rescue Department, but is permitted to maintain EMT certification, the
12 employee will be required to activate his/her EMT certification. The
13 Department will bear the cost of activating the employee's EMT certification
14 so the employee can continue to meet job requirements as set forth in Article
15 10.1, unless otherwise affected by Articles 10.3 or 10.4 above.
- 16 10.7 Should the State not recognize the Paramedic certification as being inclusive
17 of and redundant to the EMT certification, the Department will bear the cost
18 of activating the employee's EMT certification.
- 19 10.8 Employees who maintain State of Florida certification as a Municipal Fire
20 Inspector will be granted up to three (3) shifts to attend the Florida Bureau of
21 Fire Standards and Training to meet the Municipal Fire Inspector
22 recertification. The Department will bear all the cost associated with
23 recertification. The employee will be responsible for tracking recertification
24 requirements and for arranging classes as required.

25
26 **ARTICLE 11**

27 **VACANT**

28

1 **ARTICLE 12**

2 **RULES AND REGULATIONS**

3 12.1 Rules and Regulations in effect January 1, 1984, shall be the basis of
4 proposed changes and additions to Department Rules and Regulations. Such
5 proposed changes and additions in Rules and Regulations shall be forwarded
6 to the Union for review and discussion.

7
8 **ARTICLE 13**

9 **OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITY**

10 13.1 An employee shall not engage in any outside employment or business
11 association without first obtaining written approval from the Fire Chief. Failure
12 to comply with this policy may result in disciplinary action. Approval will be
13 limited by any of the following provisions:

- 14 A) Outside employment shall not interfere with or be in conflict with the
15 proper performance of employee's duties with the City.
- 16 B) Association with any business considered as having a questionable
17 reputation that would reflect unfavorably upon the employee or the City.
- 18 C) Shall not be a principal or in a position of influence in a firm doing
19 business with the City.

20 13.2 Prior to receiving the Fire Chief's approval, the employee must agree to two
21 additional provisions:

- 22 A) All injuries received while engaged in outside employment must be
23 reported to the Fire Chief prior to the next scheduled working day, or
24 sooner, if possible.
- 25 B) Employee may not use accumulated sick leave earned as an employee
26 of the City for injury sustained while engaged in outside employment.

27 13.3 Final approval is subject to the review and approval of the Human Resources
28 Director. The request for outside employment or business activity must be re-
29 submitted whenever an employee changes said outside employment or
30 business activity.

1 **ARTICLE 14**

2 **TOBACCO USE PROHIBITION**

3 14.1 The Surgeon General of the United States has determined that tobacco
4 products, particularly cigarettes, contribute to the development of a number of
5 heart and lung diseases.

6 The State of Florida enacted a presumptive law which treats certain
7 conditions, such as heart disease, hardening of the arteries and hypertension
8 as work related.

9 Due to the documented effects of tobacco use and the special hazards and
10 exposures associated with the occupation of firefighting, the City and Union
11 agreed to the following:

- 12 1. The City of Gainesville will hire as firefighters only individuals who do
13 not use tobacco products.
- 14 2. Although employees have the right to grieve disciplinary actions after
15 their initial probationary periods have been completed, the Union
16 agrees that the policy itself will not be grieved.
- 17 3. All uniformed employees of the Fire Department, represented by this
18 bargaining unit who were hired before October 1, 1987, will not be
19 affected by the no-smoking condition of employment which will apply to
20 new hires, but current employees shall only smoke in designated
21 smoking areas while on duty.
- 22 4. The City agrees to provide courses to stop smoking for those
23 employees wishing to quit smoking.

24 14.2 The IAFF/IAFC Fitness Initiative Recommendations on Tobacco will
25 supercede Article 14.1 if adopted and maintained elsewhere in this Agreement
26

27 **ARTICLE 15**

28 **LABOR MANAGEMENT BOARD**

29 15.1 A Labor/Management board consisting of the Fire Chief, Labor Relations
30 Specialist, Union President and Secretary-Treasurer shall meet at least

1 quarterly to discuss related matters pertaining to, but not limited to, Fire
2 Department needs, objectives, problems and productivity.

3
4 **ARTICLE 16**

5 **DISCHARGE AND DISCIPLINE**

6 16.1 Employer reserves the right to discipline or discharge any employee for just
7 cause. It is understood by the parties that employees are subject to all
8 applicable rules and regulations of the City and the Fire Department.
9 Employer agrees that disciplinary action shall be in a timely fashion and the
10 employee shall be notified of the potential of such disciplinary action within
11 fourteen (14) days of the employer (Fire Chief, Deputy Fire Chief or Assistant
12 Fire Chief) becoming aware of the event giving rise to the discipline. Such
13 disciplinary action shall be dropped if, after sixty (60) days of employer (Fire
14 Chief, Deputy Fire Chief or Assistant Fire Chief) becoming aware of event, no
15 action has been taken, except in cases where unlawful conduct is involved.
16 Both the fourteen- and sixty-day periods will be extended for the same time
17 period an employee under investigation or an employee witness is absent from
18 duty, i.e., an employee is off for one (1) day during the 14- or 60-day periods
19 the time frame is considered a three-day extension. The Union President may
20 mutually agree with the Fire Chief to an extension of these time periods in the
21 event of unforeseen or extenuating circumstances.

22 16.2 Any official written reprimand shall be furnished to the employee outlining the
23 reason for the reprimand. The employee will be requested to sign the
24 statement; however, signature does not necessarily imply agreement. If the
25 employee refuses to sign, this refusal shall be noted and placed in the
26 employee's personnel file. Whenever possible, the City will make every effort
27 to reprimand an employee in a private manner so as to avoid embarrassing
28 the employee.

29 16.3 Disciplinary actions involving discharge, demotion and suspension with loss of
30 pay are subject to the grievance provisions of this Agreement. All Employee
31 Notices are subject to the grievance provisions of this Agreement.

1 Verbal and written warnings are not subject to the grievance provisions of this
2 Agreement, provided they are not placed in personnel files. Such warnings
3 are not to be considered a "first offense" under City Personnel Policies and
4 Procedures. Written and verbal warnings may not be used as evidence of a
5 current violation, but may be used to determine the level of disciplinary action
6 after the current violation has been substantiated.

7 16.4 Any discharged employee who has completed his/her probationary period
8 shall have the right to appeal said discharge directly to the fourth step of the
9 grievance procedure provided such appeal is made within seven (7) calendar
10 days from the effective date of such action.

11 16.5 The discharge or layoff of probationary employees on initial hire or rehire shall
12 not be subject to the grievance procedure of this Agreement.

13 16.6 For twenty-four (24) hour shift employees, discipline imposed, when equated
14 with days of suspension or probation as recommended in the City's or Fire
15 Department's Rules and Regulations shall be multiplied in an amount
16 proportionately to the number of hours worked per week in excess of 40-hour
17 per week employees. For example, a three-day suspension for a 24-hour shift
18 employee working a 52-hour week would be 32 hours.

19 16.7 An employee, upon request, shall be entitled to Union representation at
20 disciplinary interviews or conferences, in accordance with law.

21 16.8 Any oral or written warning in any employee's file shall not be considered in
22 any subsequent disciplinary actions after eighteen (18) months from the date
23 of issue provided there have been no further violations of a similar nature by
24 the same employee during this period. Any records of oral or written warnings
25 in an employee's Fire Department personnel files will be removed, upon
26 employee's request, after eighteen (18) months after period of discipline
27 provided there have been no further violations of a similar nature by the same
28 employee during this period.

29 16.9 All investigations of Fire Department personnel shall adhere to the Firefighter
30 Bill of Rights. However, both parties recognize that the Bill of Rights provides
31 that the court of local jurisdiction is the complainant's relief in the event the Bill

1 of Rights is violated. Both parties further agree to allow such allegations of
2 violations to be brought to Step 3 of the grievance process and by normal
3 means progress to Step 4. In the event resolution is not reached, the
4 aggrieved party may seek relief from the court but may NOT seek relief
5 through the arbitration process.

6
7 **ARTICLE 17**

8 **GRIEVANCE PROCEDURE**

9 17.1 The Union, or any member of the bargaining unit, may file a grievance
10 concerning the meaning, application, and/or interpretation of the specific
11 Articles of this Agreement and any disciplinary action when a question of "just
12 cause" exists resulting from the application of department rules and
13 regulations. Such grievance shall be processed in accordance with the
14 following steps:

15
16 **STEP 1:**

17 The grievance shall be discussed by the grieving employee with the
18 employee's immediate supervisor. It shall be the responsibility of the grievant
19 to tell the supervisor that this is the first step of a formal grievance. A note will
20 be made of this discussion in the station's daily log book. The supervisor shall
21 orally respond within six (6) days.

22
23 **STEP 2:**

24 If the grievance is not settled in Step 1, the grievance shall be processed on
25 the standard form provided in the following manner:

- 26 A) A complete statement of the grievance and the facts upon which it is
27 based.
- 28 B) The section of the Agreement alleged to have been violated.
- 29 C) The action, remedy, or adjustment requested.
- 30 D) The signature of the grievant and the date of the filing.

1 The grievance shall be submitted to the next appropriate supervisory level in
2 the employee's chain of command within six (6) days after the receipt of the
3 immediate supervisor's oral answer in Step 1. The appropriate supervisor
4 shall submit his/her written answer to the grievance within six (6) days after
5 receipt of the grievance.

6
7 **STEP 3:**

8 If the grievance is not settled in Step 2, the grievance shall be appealed to the
9 next appropriate supervisory level or to Step 4, if the chain of command has
10 been exhausted within six (6) days after the receipt of the supervisor's answer
11 in Step 2. The supervisor shall submit his/her written answer to the grievance
12 within six (6) days after receipt of the grievance.

13
14 When a grievance is general in nature in that it applies to a number of
15 employees having the same issues to be decided, it shall be presented directly
16 at Step 3 of the grievance procedure, within the time limits provided for the
17 submission of a grievance in Section 17.2 and signed by all the aggrieved
18 employee(s) or the Union representative on their behalf.

19
20 **STEP 4:**

21 If the grievance remains unresolved and the chain of command has been
22 exhausted it may be appealed to the Grievance Resolution Panel within six (6)
23 days after receipt of the supervisor's written answer. The Grievance
24 Resolution Panel shall consist of the Fire Chief or his/her designee, the City
25 Manager or his/her designee, and the Union President or his/her designee.
26 The Panel shall meet with the grievant within six (6) days after receipt of the
27 grievance in an attempt to resolve the grievance. The Fire Chief shall notify all
28 parties to the grievance at least 24 hours prior to the meeting of the date,
29 place and time of the meeting. The City Manager or his/her designee shall
30 submit the written answer to the grievance within six (6) days after the
31 meeting.

1 STEP 5:

2 If a grievance, as defined in this Article, has not been satisfactorily resolved
3 within the grievance procedure, the grievant or the Union may request
4 arbitration by serving written notice of intent to appeal to the office on the
5 Labor Relations Specialist no later than six (6) days after receipt of the Panel's
6 response in Step 4 of the grievance procedure. If the grievance is not
7 appealed to arbitration within six (6) days after the Panel's response at Step 4
8 the grievance shall be considered dropped.

9 17.2 No matter shall be entertained as a grievance unless it is raised as such within
10 fourteen (14) days after the occurrence of the event or after the employee
11 should have reasonably been aware of the event. A Union representative may
12 be present to represent the employee, if the employee desires his/her
13 presence, at any step of the grievance procedure.

14 17.3 A grievance shall be dropped upon failure of the grievant or the Union
15 representative to observe any of the above time limits; however, these limits
16 may be extended by mutual consent of the parties. If the employer fails to
17 respond to a grievance within the prescribed time limits, the employee or
18 Union may automatically move the grievance to the next step. In computing
19 time limits under this Article, Saturdays, Sundays and Holidays shall not be
20 counted.

21 17.4 Grievances may be processed during duty hours provided that the time spent
22 doing so shall be limited to a reasonable period of time and will not result in
23 the payment of any overtime. If, in the Fire Chief's sole judgment, this Section
24 is being abused, he may direct that further processing of grievances be
25 conducted on the grievant's and Union representative's non-duty time.

26 17.5 Within ten (10) calendar days from receipt of the request for arbitration, the
27 party requesting arbitration shall forward a request for a panel of seven (7)
28 arbitrators from the Federal Mediation and Conciliation Service (FMCS) to the
29 other party who shall forward the request to FMCS within 10 days of receiving
30 the form; unless the parties can mutually agree on an arbitrator to hear the

1 grievance. This panel shall consist of arbitrators residing in Florida unless the
2 parties agree otherwise.

3 17.6 Within ten (10) calendar days from receipt of such panel, the parties shall
4 meet and alternately strike names until one (1) arbitrator remains who shall be
5 selected as the arbitrator. The determination of who shall make the initial
6 strike shall be done by the toss of a coin. The arbitrator shall be notified of
7 his/her selection within six (6) days by a joint letter.

8 17.7 The arbitration shall be conducted under the rules of the Federal Mediation
9 and Conciliation Service. The arbitrator's authority is strictly limited to the
10 interpretation and application of the terms of this Agreement. The arbitrator
11 shall have no jurisdiction to establish a new Agreement or any variation or
12 modification of the present Agreement, nor to arbitrate away, in whole or in
13 part, any provision of this Agreement. The arbitrator shall only have
14 jurisdiction to determine whether or not the City or Union or employee violated
15 the identified contract provision, but he may consider, to the extent applicable,
16 the entire contract in reaching his decision.

17 17.8 With respect to the interpretation, enforcement or application of the provisions
18 of this Agreement, the decisions, findings and recommendations of the
19 arbitrator shall be final and binding on the parties to the Agreement; however,
20 the authority and responsibility of the City shall not be usurped in any manner
21 unless specifically amended or modified by the Agreement.

22 17.9 The arbitrator's decision will be rendered in writing within thirty (30) days
23 following conclusion of the hearings. The parties will each bear the cost of
24 preparing and conducting their own presentations, including pay for
25 witnesses attending the hearing at their request. The parties will share
26 equally the cost of the arbitration, including the arbitrator's fees and the cost
27 of any hearing room. If a transcript of the hearing is requested, then the
28 party so requesting shall pay for it.
29

1 **ARTICLE 18**

2 **HEALTH AND SAFETY**

3 18.1 The employer agrees to provide highest standards of safety and health in the
4 Fire Department in order to eliminate as much as possible: accidents, deaths,
5 injuries and illnesses. In this Article, the Union, through its representatives,
6 has been accorded certain participatory rights relating to employee safety and
7 health. It is not the intention that these provisions shall diminish the
8 employer's rights and responsibilities herein described.

9 18.2 There shall be a joint health and safety committee composed of four (4)
10 members, two (2) appointed by the Union and two (2) appointed by the
11 Employer.

12 The joint committee shall:

- 13 1) Meet quarterly or at the request of two (2) of the members, but not
14 more often than one (1) time per month.
- 15 2) Make periodic inspections of Fire Department facilities and apparatus,
16 protective equipment, protective clothing and devices to review work
17 methods and conditions, including training procedures at least once
18 every six (6) months.
- 19 3) Make written recommendations for correction of hazardous conditions
20 or unsafe work methods. All such recommendations shall be forwarded
21 to the Fire Chief and include a target date for implementation.
- 22 4) Review and analyze all reports of accidents, deaths and job-related
23 illnesses and injuries. Make written recommendations for prevention or
24 corrective action.
- 25 5) Research and prepare recommendations on any matter pertaining to
26 the health and safety of employees at the request of the Fire Chief.
27 The employer shall pay committee members at their regular rate for the
28 time spent on committee business. An employer appointed member
29 shall chair the committee and Union appointed members shall be
30 employees who are assigned to the same shift.

- 1 18.3 The City agrees to pay all appropriate costs consistent with, but not covered
2 under the current Florida Workers' Compensation Law associated with
3 HIV/AIDS contracted by employees covered by this Agreement which can be
4 medically determined to be the result of the employee's performing their
5 duties.
- 6 An employee making a claim under this section shall provide to the City a
7 medical authorization waiving the physician patient confidentiality relating to
8 the HIV/AIDS condition. If the employee refuses to supply the medical
9 authorization referred to above, then the provision of this section shall not
10 apply.
- 11 18.4 HIV/AIDS testing shall become part of the employee's annual physical or after
12 contact with a known HIV/AIDS carrier. The City shall be responsible for
13 maintaining strict confidentiality of these records in accordance with law.
- 14 18.5 Employees must notify the Fire Department of any medical condition or
15 prescribed medication they are taking which may adversely affect their ability
16 to perform the job.
- 17 18.6 An exposure reporting system will be developed for the review of the Fire
18 Chief by the Health and Safety Committee within 120 days of ratification of
19 this agreement.

21 **ARTICLE 19**

22 **PHYSICAL FITNESS**

- 23 19.1 Labor and Management agree to continue to provide the most positive
24 environment possible for obtaining and maintaining physical fitness by
25 uniformed members of the Department. There shall be a Department Physical
26 Fitness Committee consisting of two members appointed by the Fire Chief and
27 two members appointed by the Union President. A member appointed by Risk
28 Management shall Chair the Committee, but shall serve as a non-voting
29 member.
- 30 19.2 It is agreed to adopt as its physical fitness program the IAFF/IAFC Fire
31 Service Joint Labor-Management Wellness-Fitness Initiative (WFI) third

1 edition copyright © 1997, 1999, 2008 except for reference to the annual
2 physician physical examination which will be replaced by the current City
3 practice as listed in Attachment II. City agrees to purchase necessary
4 equipment to implement the program.

5 19.3 The programs implemented as a part of this Agreement shall become part of
6 the departmental standard operating guidelines (SOG). Modifications
7 thereafter shall be by the same procedures adopted for SOG modification. In
8 addition, based upon data gathered throughout the program, there shall be an
9 annual review of the program by the Department's Physical Fitness
10 Committee. This review committee need not consist of the same members.
11 The time frames and procedures for committee action shall be the same.

12 19.4 Allotted time for physical fitness will be between 08:00 and 17:00 hours during
13 the normal workday, except in the following cases:

- 14 1) Training which requires out of department instructors.
- 15 2) Certification or re-certification training.

16 19.5 Employees are eligible for an annual physical fitness incentive award subject
17 to successful completion of the annual physical fitness test as determined by
18 the Department's Physical Fitness Committee. Successful completion will be
19 determined by the standard set by the Department's Physical Fitness
20 Committee. The incentive shall be paid within 30 days of test completion. The
21 total amount of awards money budgeted by the department annually, but not
22 less than \$10,875.00, shall be distributed as determined by the Department's
23 Physical Fitness Committee.

24 19.6 Both parties recognize the need to establish a mechanism to meet the
25 requirements of the IAFF/IAFC Fire Service Joint Labor-Management
26 Wellness-Fitness Initiative. Either party may reopen this paragraph (19.6) for
27 negotiations prior to April 1, 2011 to determine funding.
28

ARTICLE 20
PROMOTION

20.1 Employees covered by this Agreement will be promoted to Driver-Operator, Fire Lieutenant and Fire Training Captain in accordance with the following procedure with factors and weights assigned as indicated: Any employee who is promoted shall be required to serve a six (6) month probationary period. When an employee has been promoted but fails to successfully complete the probationary period, he/she will revert to a position of his/her former classification. A leave of absence without pay during the required probationary period of service shall extend the required probationary period by the length of time taken.

ALL PROMOTIONS:

- A) Examinations shall be impartial and relate to those matters which will fairly test the candidate to discharge the duties of the position to be filled.
- B) Promotional procedures, records of examinations, notifications and all other matters pertaining to the promotional qualification process shall be managed and administered by the Human Resources Department.
- C) Promotional lists will become effective on the third day of the month and will be established for a period of two (2) years. All lists shall expire on the second day of the month unless exhausted. Procedures will begin sufficiently early to prepare the new list prior to the expiration of the current list.

If a list is exhausted prior to its expiration date, the Department will conduct a new promotional process as soon as possible, subject to the timelines of the agreement. The effective date of the new list shall be the day following the exhaustion of the previous list, and will be in effect for two (2) years.

- 1 D) Promotions shall be made in rank order from the top of the promotional
2 list except for promotions to the rank of Lieutenant which will be done in
3 accordance with paragraph "20.3D" below.
- 4 E) The practical assessment shall be by examiners trained in assessment
5 center evaluation. The examiners shall follow instructions and training
6 established and outlined by the City. The types of exercises to be used
7 in the assessment will be described and published by the Fire
8 Department in the examination announcement. The Practical
9 Assessment establishes whether or not an employee is qualified and
10 when combined with seniority and educational points determines the
11 rank order of the list. The City will provide a list of potential examiners
12 to the Union at least one (1) month prior to the assessment. The Union
13 shall select required examiners within ten (10) days of receiving the list.
- 14 F) Vacancies shall be filled within thirty (30) days of the opening assuming
15 there is a current list, unless such position has been eliminated. All
16 promotions shall have a seniority effective date within five (5) working
17 days of the vacancy. Retroactive pay shall not be required for
18 promotions.
- 19 G) A list of reference materials for the next promotional exam shall be
20 posted at all stations. If any changes are to be made in the listed
21 reference material, it shall be posted ninety (90) days prior to the
22 expiration date of the current list. Eight (8) sets of relevant reference
23 material will be maintained in the Fire Department Training Office. This
24 material will be available for check out for periods not to exceed ten
25 (10) calendar days, except if there is no waiting list, the period may be
26 extended. Employees may also order this material for purchase
27 through the Fire Department Training Office.
- 28 H) Announcements of promotional exams will be posted at all stations
29 thirty (30) days prior to the closing date for applications. Applications
30 shall include proof of having met both eligibility requirements and

1 educational qualifications and shall be submitted by the closing date of
2 the application period.

3 Education requirements (as stated in 20.2E for Driver Operator and
4 20.3B for Lieutenant) to participate in the promotional process are due
5 by the closing date of the application period. Announcement for the
6 next appropriate promotional process shall be stated when a new
7 promotional list is posted.

8 Minimum seniority requirements, seniority and education points shall be
9 calculated up to the expiration date of the current promotional list.

10 I) The Fire Department shall maintain confidentiality of all exam questions
11 and answers. The Union President or his designee, not a promotional
12 candidate, may examine all the foregoing materials, as well as
13 examination procedures provided the same confidentiality is
14 maintained, which are relevant to the processing of a grievance.

15 J) The City will provide the necessary in-service training for employees to
16 meet the promotional eligibility requirements. All employees will be
17 given at least two (2) chances to obtain the EMT Certifications.

18 K) Education – Five percent (5%) of total assessment center points
19 awarded for a degree in Fire Science or EMS; two and one-half percent
20 (2.5%) of total assessment center points for a two-year or greater
21 degree in another subject area.

22 L) Seniority – ten percent (10%) of the total assessment center points
23 awarded as one percent (1%) of total assessment center points per
24 year of service; which includes .08333% awarded per each full month
25 past a full year, up to a maximum of ten percent (10%) of total
26 assessment center points.

27 20.2 **DRIVER-OPERATOR PROMOTIONS:**

28 **ELIGIBILITY**

29 A) Three (3) years of service as a certified firefighter, with a minimum of
30 twenty-four (24) months in the Gainesville Fire Department. Beyond
31 twenty-four (24) months in the Gainesville Fire Department will be

1 credited as one (1) month for each two (2) months in another career
2 Fire Department;

- 3 B) Employee must have an EMT or Paramedic Certification;
- 4 C) Employee must have received an acceptable rating on his/her last
5 evaluation;
- 6 D) Employee must have received an overall passing grade of seventy
7 percent (70%) on the Territory Familiarization Program tests for the last
8 six (6) months prior to the announcement of an upcoming promotional
9 exam. This shall suffice as the territory portion of the exam; and
- 10 E) Employee must have successfully completed each component below (1
11 through 3) with a minimum score of seventy percent (70%):
 - 12 1) FSFC Curriculum for Fire Service Hydraulics class (40 hours)
 - 13 2) FSFC Curriculum for Pump Operators (40 hours)
 - 14 3) GFR Driver/Operator class (40 hours)
- 15 F) Practical assessment - Administered by three (3) examiners who are
16 qualified to test both pump operation and driving skills. The practical
17 exam shall consist of two (2) parts weighted equally, driving/operating
18 skills test and pump operations test. Each part must be passed
19 independently with a minimum score of seventy percent (70%). The
20 Practical Assessment establishes whether or not an employee is
21 qualified and when combined with seniority and educational points
22 determines the rank order of the list. If there is a tie after the seniority
23 and educational points are added to the raw Practical Assessment
24 points, then seniority in the department will be used to break the tie.

25 20.3

LIEUTENANT PROMOTIONS:

26 ELIGIBILITY:

- 27 A) Five (5) years as a certified Firefighter in the Gainesville Fire
28 Department;
- 29 B) Employee must have State of Florida Certification as "Fire Company
30 Officer I."
- 31 C) GFR Lieutenant training program

1 Upon agreement between the Union and the Operations Deputy
2 Chief, a GFR Lieutenant training program shall be added to the
3 eligibility requirements to qualify for the next and future Lieutenant
4 Promotions processes. The agreement will include the schedule,
5 content and length of the training. The purpose of the training will be
6 to provide the expectations and job duties of a GFR Lieutenant. The
7 Union, Operation Deputy Chief, and GFR Support Services will jointly
8 develop the initial training and future offerings.

9 This training will be offered sufficiently in time and number to afford
10 potential candidates the opportunity to obtain it prior to the 2010
11 Lieutenant promotional process and at least once between Lieutenant
12 promotional processes thereafter. This training must be completed
13 once for a candidate to be eligible for the promotional process. Any
14 future offerings would be voluntary for that candidate provided
15 however, the candidate is responsible for any new material added in
16 future offerings. The training will be offered on a twenty-four (24) hour
17 shift friendly basis.

18 D) Employee must be either a current Driver-Operator, or be on the current
19 Driver-Operator eligibility list and be able to document working out of
20 classification as a Driver-Operator for at least thirty (30) shifts, or be on
21 the current Driver-Operator eligibility list and possess a State of Florida
22 certificate as a Pump Operator.

23 E) Selection process for promotions to the rank of Lieutenant:

24 1) The candidates list will be submitted to the Fire Chief in order of
25 the highest to the lowest scores.

26 2) If there is a tie after the seniority and educational points are
27 added to the raw Practical Assessment points, then seniority in
28 rank as a Driver Operator will be used to break the tie. If
29 seniority in rank as a Driver Operator does not break the tie then
30 seniority in the department will be used to break the tie.

- 1 3) The promotional process will follow the rolling rule of three (3),
2 with the fire Chief selecting each promotional position, after an
3 interview process, from the top three (3) candidates on the
4 current list (e.g., the first position will be filled using candidates
5 #1 through #3, the second position will be filled by moving the
6 fourth candidate up to create a new group of three, etc.).
- 7 4) If the number of candidates on the list falls below three (3)
8 individuals, the Fire Chief will retain the right to promote from the
9 existing list or test for the establishment of a new list.

10 20.4

FIRE TRAINING CAPTAINS PROMOTIONS/NEW HIRES:

11 ELIGIBILITY:

- 12 A) **Internal** candidates will be sought first. If there are not sufficient
13 (minimum 2 per position) qualified internal candidates, the Department
14 may advertise for **External** candidates.
- 15 B) The selection process for hiring or promotion may include a
16 combination of Résumé, Interview or Assessment Center. The Fire
17 Chief shall determine which components are to be used.
- 18 C) Selected candidates (internal or external) must serve a minimum of
19 three (3) consecutive years in this position, which includes the
20 applicable probationary period.
- 21 1. Except for removal during promotional probationary period,
22 through disciplinary demotion, or as a result of layoff, the
23 employee may not move to another position within said three- (3-
24) year period.
- 25 2. At the conclusion of the three- (3-) year period, the employee
26 may elect to revert to his/her previous rank, provided an opening
27 exists at the time of the request (internal candidates only), or
28 may apply for promotion.
- 29 D) In the event of layoff, external candidates do not have a right to any
30 other position within the Fire-Rescue Department.

1 E) External candidates are not eligible for transfer or promotion to any
2 other positions within this IAFF bargaining unit unless rehired as a
3 Firefighter through the regular hiring process.

4
5 **ARTICLE 21**

6 **SENIORITY**

7 21.1 Seniority for the purpose of this Article is defined as the continuous length of
8 service within the Gainesville Fire Department. For employees hired on the
9 same date, seniority shall be based upon the picking of numbers, for each
10 occurrence, with the lowest number being senior.

11 21.2 Seniority will continue to accrue during all types of leave except for a leave of
12 absence without pay for thirty (30) consecutive calendar days or more which
13 shall cause this date to be adjusted for an equivalent amount of time.

14 21.3 The Fire Department shall establish a current and accurate seniority list each
15 January 1 and post such list at all Fire Stations.

16 21.4 Seniority shall be used for the purpose of annual vacation scheduling and
17 promotions as defined in Article 21.

18
19 **ARTICLE 22**

20 **PERSONNEL REDUCTION**

21 22.1 In the case of a personnel reduction, the employee with the least seniority
22 shall be laid off first. No new employee shall be hired until the laid-off
23 employee has been given the opportunity to return to work. Seniority shall be
24 defined as continuous service within the Fire Department, including approved
25 leaves of absence of less than one year.

26 22.2 The City will offer recall to laid-off employees by certified mail to the last known
27 address on file with the Human Resources Department. If, without good
28 cause, the laid-off employee fails to report to the Human Resources
29 Department his/her intentions of returning to work within fifteen (15) calendar
30 days after mailing of said certified notice, tenure of service shall be broken.

1 22.3 Whenever the Fire Chief under Section 22.1 above determines a person in the
2 classification of Fire Lieutenant or Driver-Operator should be laid off, that
3 person shall have the option of being laid off or of being reduced to the next
4 lower classification in the Department (both responsibility and pay wise). The
5 latter event (reduction) will be based on the least amount of time in grade, not
6 department seniority. The person with the least time in grade, in the
7 classification reduced to shall be reduced or laid off, as above.

8
9 **ARTICLE 23**

10 **TRANSFER OF PERSONNEL**

11 23.1 Any transfer of employees from combat operation to another activity shall only
12 be done provided the employee receives at least one (1) week prior
13 notification.

14 23.2 Employees covered by this Agreement may indicate their preference for shift
15 and station assignments.

16 23.3 Employees of equal classification who agree to exchange shifts or stations
17 may be allowed to do so with the prior approval of their District Chief.

18
19 **ARTICLE 24**

20 **UNION ACTIVITY AND BUSINESS**

21 24.1 Solicitation and/or other Union business of any and all kinds shall not be
22 engaged in during working hours of any employee. In addition, the Union, its
23 members, agents, representatives, or any persons acting on their behalf are
24 also prohibited from distributing literature during working hours in areas where
25 the actual work of public employees is performed. This section shall not
26 prohibit the distribution of literature during the employee's lunch hour, after
27 5:00 p.m., or in such areas not specifically devoted to the performance of the
28 employee's official duties.

29 24.2 The Union shall supply the Fire Chief and keep current a list of all Union
30 officers and stewards. Employees who are members of Local 2157 may be
31 granted time off up to a maximum of three (3) employees in any one instance

1 by the Fire Chief or his designee to attend to Union business without loss of
2 straight time pay or benefits by using time pool hours provided:

3 A. A written request for use of Union Time Pool is submitted to the
4 employee's District Chief in advance of time off. It is further provided,
5 however, that two weeks notice must be given in order to use pool time
6 to attend annual meetings.

7 B. The Fire Chief or his designee shall have the right to restrict the number
8 of persons off for Union time or to revoke previously authorized Union
9 time except for two individuals when an emergency condition exists or
10 such time off from regular assignments would create a clear and
11 present danger to public safety. Requests for Union Time Pool for the
12 third individual must be made in writing at least 24 hours in advance.
13 Requests for the third individual to be off may be denied or revoked
14 under the clear and present danger criteria if sufficient manpower is not
15 available as determined by the Fire Chief or his designee, which may
16 include denial if all four vacation slots are in use.

17 24.3 Union Time Pool:

18 It shall be the Union's responsibility to supply to the City a Union Time Pool
19 Authorization form which includes the name of the employee and the hours of
20 vacation time donated by the employee to the pool. The form must be signed
21 by the employee donating time. Time donation may be made each April 1 and
22 October 1 and shall be in increments of not less than three (3) hours nor more
23 than forty-eight (48) hours. Time Pool hours may be drawn upon at the
24 discretion of the Union in increments of at least one (1) hour.

25 24.4 Charges against the Union business pool time shall only be made when
26 approved by the President or Secretary-Treasurer of the Union. If the Union
27 Time Pool shall become depleted, anyone engaging in Union activities during
28 his working hours shall do so without pay, unless otherwise provided in this
29 Agreement.

30 24.5 A record of all time donated and drawn against the above pool shall be kept by
31 the Fire Department and the Union. The Union shall indemnify, defend, and

1 hold the City harmless against any and all claims made and against any suits
2 instituted against the City on account of the City complying with any of the
3 provisions of this Article.

4 24.6 The Union President shall be granted time off without loss of pay or benefits to
5 attend resolutions of impasse hearings before the City Commission and
6 Grievance meetings. The Union President shall be granted time off without
7 loss of pay or benefits for up to four (4) shifts per fiscal year after which time
8 Union Time Pool may be used to attend public budget hearings, the actual
9 days of the IAFF National Convention and the FPF Convention of the State of
10 Florida, as well as the actual days the President has been appointed to an
11 FPF Committee and is required to attend the committee meetings prior to the
12 FPF Convention.

13
14 **ARTICLE 25**
15 **PENSIONS**

16 25.1 The City proposes to incorporate Chapter 2, Article VII, Division 8, of the City
17 of Gainesville Code of Ordinances, as amended, in the Agreement by
18 reference.

19 25.2 Either party may reopen this Article for negotiations at any time during the
20 month of October of each contract year.

21
22 **ARTICLE 26**
23 **HOSPITALIZATION AND LIFE INSURANCE**

24 26.1 The City and employees shall pay bi-weekly for Health Insurance. Any future
25 premium increases in Dependent or Employee Only coverage shall be shared
26 equally by the employee and the employer; provided that the employee shall
27 not pay more than twenty percent (20%) of the total premium for Employee
28 only.

29 26.2 Part-time employees shall pay bi-weekly for Health Insurance on a three-
30 quarter (¾) or one-half (½) time based upon the budgeted level of their part-
31 time position.

1 26.3 The City, during the term of this Agreement, will pay 100% of the premium
2 cost for life insurance.

3 26.4 Based on the requirements of the Consolidated Omnibus Budget
4 Reconciliation Act of 1986 (COBRA), effective October 1, 1988, the City will
5 comply with all the provisions of the Act. The City shall not pay for the costs
6 of continuation coverage and may charge a beneficiary qualified for
7 continuation coverage up to 102 percent (102%) of the costs of providing
8 coverage for a similarly situated beneficiary to whom a qualifying event has
9 not occurred.

10 26.5 Employees covered by this Agreement who retire during the term of this
11 Agreement shall receive the Retiree Insurance Benefit as described below,
12 ending the month of September, 2012, unless changes to said Benefit
13 described below are negotiated in accordance with Chapter 447, Florida
14 Statutes. After the month of September, 2012, unless changes to said
15 Benefit described below are negotiated in accordance with Chapter 447,
16 Florida Statutes, the City shall have no obligation whatsoever to make any
17 payment for any retiree insurance benefits, described below, or as provided
18 by any ordinance of the City of Gainesville or otherwise provided for any
19 employee covered by this Agreement.

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

22 (a) Normal or early retirement - Ten dollars x number of years of credited
23 service and portion thereof:
24 Plus \$5.00 x number of years of age and portion thereof over 65, on the
25 date the retiree first accesses (enters) the retiree health insurance
26 program.
27 Minus \$5.00 x the number of years of age and portion thereof under 65,
28 on the date the retiree first accesses (enters) the retiree health insurance
29 program
30

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

5 (b) Disability retirement. The amount that the city will contribute towards the
6 required premium, for covered employees who became retirees based
7 upon an application for disability retirement submitted after the effective
8 date of this Section 26.5 will be:

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

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

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

24 The City’s amount of contribution toward the monthly premium,
25 calculated under (a) or (b) above, will be adjusted annually at a rate of
26 50% of the annual percentage change in the individual premium of the
27 least costly option offered the prior plan year. The adjustment will
28 occur at the beginning of the first Plan Year after the initial city
29 contribution has been determined. The amount of city contribution the
30 retiree would initially be eligible for, calculated as of the date of
31 retirement, will be adjusted annually, whether or not the retiree has

1 chosen to enter the retiree health insurance program immediately
2 upon retirement.

3 (c) City's Contribution

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

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

18
19 This Subsection 26.5 shall be null and void on September 30, 2012.

20 However, either party may reopen this Subsection 26.5 for negotiation with a
21 thirty- (30-) day written notice.

22
23 **ARTICLE 27**

24 **PROTECTIVE CLOTHING AND EQUIPMENT**

25 27.1 The employees covered by this Agreement shall be issued the following safety
26 gear:

27 One (1) set of bunker pants and liner

28 One (1) bunker coat and liner

29 One (1) protective hood

30 One (1) helmet

31 One (1) pair of gloves

- 1 One (1) SCBA mask
- 2 One (1) pair of fire boots
- 3 One (1) pair of suspenders
- 4 One (1) set of hearing protection
- 5 One (1) medical glove pouch
- 6 One (1) flashlight (batteries as needed)...unless different lighting methods are
- 7 selected by the department.
- 8 Two (2) Accountability Tags
- 9 27.2 The City shall replace any safety gear as appropriate except when the item is
- 10 damaged or lost as a result of the employee's negligence. The employee
- 11 upon request by the City, shall turn in said items to be replaced when
- 12 replacements are issued.

13

14 **ARTICLE 28**

15 **UNIFORMS**

- 16 28.1 All employees covered by this Agreement shall be issued the following uniform
- 17 clothing and additional items:
- 18 A) Uniform Clothing:
- 19 One (1) dress shirt
- 20 Three (3) casual day shirts
- 21 Two (2) pairs work pants
- 22 One (1) pair work shorts
- 23 Three (3) t-shirts
- 24 One (1) work jacket with name insignia
- 25 One (1) pair black work shoes
- 26 Sufficient insignia patches
- 27 One (1) name tag
- 28 One (1) badge
- 29 One (1) set of collar pins
- 30 B) Additional Items:
- 31 Two (2) bed sheets

- 1 29.2 A) The City agrees to furnish in each fire station the following:
- 2 1. One local daily newspaper; and
- 3 2. Two trade magazines or professional journals.
- 4 B) The City agrees to provide cable television to the employees and to
- 5 permit the Union to obtain and pay for the use of premium cable service
- 6 on the television sets, except as provided hereafter. It is understood
- 7 between the parties that the use of the television, as well as the
- 8 cablevision services, will be within the current departmental practice for
- 9 television viewing and may not include HBO2 or any channels listed in
- 10 the 7/98 COX programming choices under the heading of Premium
- 11 Services or Pay-Per-View or similar programming. (See Attachment I)
- 12 29.3 In the event of death, all compensation due to the employee as of the effective
- 13 date of death shall be paid to the beneficiary, surviving spouse, or the estate of
- 14 the employee as determined by law or by executed forms in his/her personnel
- 15 folder.

16

17 **ARTICLE 30**

18 **TUITION REIMBURSEMENT**

- 19 30.1 Tuition Reimbursement shall be administered in accordance with the
- 20 applicable Human Resources Personnel Policy. The City will not substantially
- 21 modify application of this Policy, as it pertains to this Union, unless the Union
- 22 is provided an opportunity to negotiate in accordance with Chapter 447,
- 23 Florida Statutes, concerning the change.
- 24

25 **ARTICLE 31**

26 **BULLETIN BOARDS**

- 27 31.1 The Union shall be authorized to install in each work location of employees
- 28 covered by this Agreement at mutually agreed upon locations and at its own
- 29 expense one bulletin board not exceeding three (3) feet by two (2) feet in area,
- 30 for the posting of the following notices only:
- 31 A. Union literature

- 1 B. Notices of Union meetings
- 2 C. Union elections
- 3 D. Reports of Union committees
- 4 E. Recreational and social affairs of the Union
- 5 F. Notices of Public Bodies
- 6 G. Other materials as approved by the Fire Chief
- 7 H. Employer will provide bulletin board space in each new work location of
- 8 employees covered by this Agreement for posting of information.

9 31.2 All material to be posted shall be signed by one of the officials of the Union
 10 and the Union shall keep its bulletin boards or space in neat and presentable
 11 order.

12 31.3 No material, notices or announcements shall be posted by the Union which
 13 contain anything political or controversial, or anything adversely reflecting upon
 14 the City, any of its employees, or any labor organization among its employees.
 15 No material, notices or announcements which violate any of the provisions of
 16 this Article shall be posted. Any violation of this Article by the Union, or its
 17 representatives, shall entitle the Fire Chief or his designated representative to
 18 remove the material from the bulletin boards. The Union President shall be
 19 advised of such action.

20
 21 **ARTICLE 32**

22 **HOLIDAYS**

23 32.1 The City observes the following paid holidays, but reserves the right to
 24 schedule work on these days. All employees covered by this Agreement are
 25 entitled to the following paid holidays:

- 26
- 27 New Year's Day January 1
- 28
- 29 Martin Luther King, Jr.'s Birthday January 15
- 30
- 31 Memorial Day Last Monday in May
- 32
- 33 Independence Day July 4

1			
2		Labor Day	First Monday in September
3			
4		Thanksgiving Day	Fourth Thursday in November
5			
6		Day After Thanksgiving	Friday After Thanksgiving
7			
8		Christmas Day	December 25
9			
10		Day After Christmas	December 26
11			
12		Easter	First Monday After Easter Sunday
13			
14			
15		Veterans' Day	November 11
16			
17		One (1) Additional Holiday	To be mutually agreed upon by the parties
18			
19			

20 32.2 A) Whenever any of the above-listed holidays for all employees falls on a
21 Sunday, the following Monday shall be observed as the official holiday;
22 whenever any of the above-listed holidays occur on Saturday, the
23 preceding Friday shall be observed as the official holiday. In such
24 cases, the day on which the holiday is observed shall be considered to
25 be the paid holiday and not the regular day.

26 B) IAFF Bargaining unit members permanently assigned to a 40-hour
27 workweek (four 10-hour days per week) shall observe the holidays
28 listed below:

29			
30		New Year's Day	Observance Date
31			
32		Martin Luther King, Jr.'s Birthday	Observance Date
33			
34		Memorial Day	Last Monday in May
35			
36		Independence Day	Observance Date
37			
38		Labor Day	First Monday in September
39			
40		Veterans' Day	Observance Date
41			

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Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday After Thanksgiving
Christmas Day	Observance Date
Easter	First Monday After Easter Sunday
Two (2) Additional Holiday	To be mutually agreed upon by the parties

(1) Employees assigned to a 40-hour workweek shall be granted 12 holidays (120 Personal Eligible Hours). These hours must be used on the designated holidays listed in 32.2B. The employee shall receive 10 hours coded as Personal Eligible Hours (pay code 30) at his/her regular rate of pay, for these designated City holidays. In order to be paid for a holiday, an employee must be in pay status with the City for a full day on the assigned workdays immediately before and after the day on which the holiday is observed. (Example: When a holiday listed in 32.2B occurs on a scheduled workday, the employee will be off from work and will be paid ten (10) Personal Eligible Hours. If a holiday listed in 32.2B occurs on his/her scheduled day off, the holiday (ten [10] hours) may be taken at another mutually agreed upon date during the same fiscal year.)

(2) IAFF Bargaining unit members temporarily assigned to a 40-hour workweek shall observe the same holiday schedule as shown in 32.2B.

If a temporarily assigned employee selected the holiday pay option while on a 24-hour shift schedule, that selection is suspended for the duration of the 40-hour workweek assignment. Upon returning to a 24-hour shift schedule, the holiday pay option resumes for any remaining holidays in the

1 fiscal year. While on a 40-hour workweek schedule, holidays will
2 be charged to Holiday Hours (pay code 06).
3 If a temporarily assigned employee selected the holiday time
4 option while on a 24-hour shift schedule, the following applies: If
5 employee is working a four 10-hour shift schedule, each holiday
6 will be charged as ten (10) Personal Eligible Hours. If the
7 employee is working a five 8-hour shift schedule, each holiday
8 will be charged as eight (8) Personal Eligible Hours.

9 32.3 A) Twenty-four hour shift employees shall be paid or granted time off at
10 the rate of ten (10) hours per day for each holiday. Such employees
11 may elect, prior to September 15th, of each year, to either receive
12 holiday pay during the year or to receive one hundred-twenty (120)
13 hours holiday time. Those employees choosing time off shall be
14 credited on October 1, with 120 hours added to the annual leave.

15 B) The Union shall furnish the City with a proper list, indicating those
16 employees choosing pay or time off, before September 15th or holiday
17 time will not be granted.

18 32.4 In any fiscal year during which an employee is serving his/her initial
19 probationary period, or longer if the probationary period is extended, he/she
20 shall not be eligible for holiday time.

21 32.5 Upon termination of employment, the employee shall be required to reimburse
22 the City (have deducted from his final paycheck) a pro rata portion of used
23 holiday time, if applicable, except as provided by law. (Ex., employee uses all
24 120 hours by March 30 and resigns as of that date, a deduction of 60 hours
25 will be made from his final paycheck, as long as the deduction does not
26 reduce the final paycheck below minimum wage for time worked.)

27 32.6 Unauthorized failure to report for work on a holiday after having been
28 scheduled to work on such holiday shall be just cause for denial of holiday
29 pay.

30 32.7 Twenty-four hour shift employees shall observe holiday routine as outlined in
31 Article 41.

ARTICLE 33
VACATIONS

33.1 Employees covered by this Agreement shall accrue leave based on their date of employment and shall be limited to the following schedule:

40-Hour Employees

<u>Years of Continuous Service</u>	<u>Rate of Accrual Per Year</u>	<u>Annual Leave Hours Earned</u>
1 to 5 years (1 mo. thru 59 mos.)	8days	80 hours
5 to 10 years (60 mos. thru 119 mos.)	9 days 6 hours	96 hours
10 to 15 years (120 mos. thru 179 mos.)	12 days	120 hours
15 to 20 years (180 mos. thru 239 mos.)	12 days 8 hours	128 hours
20 years or more (240 mos. or more)	16 days	160 hours

24-Hour Shift Employees

1 to 5 years (1 mo. thru 59 mos.)	5 shifts	120 hours
5 to 10 years (60 mos. thru 119 mos.)	6 shifts	144 hours
10 to 15 years (120 mos. thru 179 mos.)	7 shifts	168 hours
15 to 20 years (180 mos. thru 239 mos.)	8 shifts	192 hours
20 years or more (240 mos. or more)	10 shifts	240 hours

33.2 Due to the nature of the Fire Department's operations and the need to meet the operational requirements of the City, annual leave shall be scheduled by

1 the Fire Chief or authorized designee. For employees who work a 24-hour
2 shift, annual leave shall be granted in consideration of both annual leave and
3 for those holidays defined in Article 32 of this Agreement.

4 (a) The taking of annual leave shall be governed by seniority per shift
5 independently of the other shifts.

6 (b) Where possible, up to five (5) members of the bargaining unit on each
7 24-hour shift may be on vacation at any given time; however, no more
8 than three (3) Lieutenants from each shift at any one time. This
9 number, five (5), may be reduced to four (4) members if the fifth (5th)
10 slot creates overtime.

11
12 In the event that a fire unit or station is added beyond the number of fire
13 units or stations in existence in 2009, either party may reopen this
14 paragraph (33.2b) no more than sixty (60) days prior to the addition of
15 or official opening of the fire unit or station.

16 (c) Employees covered by this Agreement shall not be allowed to trade or
17 exchange approved annual leave time without written consent by the
18 Fire Chief or designee.

19 (d) Annual selection for vacation will be as per the procedures with the
20 following modifications: In seniority order by shift employees may
21 choose one of the following options:

- 22 1) Select up to six (6) non-consecutive 24-hour shifts; or
- 23 2) Select two groups of up to four (4) consecutive 24-hour shifts; or
- 24 3) Select up to twelve (12) consecutive shifts. This will complete
25 the employee's first choice.

26 (e) There will be three (3) rounds of selections per shift following the same
27 choice options. In no case will vacation "first pick" exceed what an
28 employee can accrue during the fiscal year.

29 (f) Unscheduled vacation leave is leave requested after 1800 hours of the
30 shift prior. It shall be provided in the following manner:

- 1) Employees must take off until 2000 hours if the leave is granted prior to 2000 hours. Employees must take off until 0800 hours if the leave starts at 2000 hours or later. Employees must take a minimum of four (4) hours vacation leave at one time.
- 2) Leave requests will require a minimum of three (3) hours notice. This requirement may be reduced by the employee's District Chief.
- 3) Vacation leave time used for approved educational activities (i.e., class attendance, instruction, etc.) may be taken for four (4) hours or more regardless of departure or return time, once during the given shift.
- 4) No unscheduled vacation will be granted for the third or fourth vacation slots [33.2 (b)] if it would lead to overtime being paid to another employee, except as noted in paragraph 33.2(f)(3). At the sole discretion of the Fire Chief or designee, this restriction may be waived.

33.3 Following the effective date of this Agreement, the maximum number of annual leave hours that employees covered by the Agreement are allowed to accrue are as follows:

40-Hour Employees

<u>Years of Continuous Service</u>	<u>Maximum Hours</u>
1 to 5	160
5 to 10	192
10 to 20	240
20 or more	240

24-Hour Shift Employees

1 to 5	292
5 to 10	348
10 to 20	404
20 or more	460

1 Employees will be allowed to accrue additional vacation time once they have
2 reached the maximum allowed, however any accrued vacation in excess of
3 the maximum allowed shall be forfeited on the employee's anniversary of their
4 adjusted service date (or date of regular employment with the City, whichever
5 is later).

6 33.4 Annual leave shall continue to accrue during periods of absence in which the
7 employee is in pay status.

8 33.5 Paid vacation leave may not be taken during the initial twelve (12) months of
9 employment or re-employment.

10 33.6 Should a holiday occur during an employee's annual leave, that day shall be
11 charged as a holiday. This section applies to 40-hour employees only.

12 33.7 Employees shall not be paid for annual leave earned in lieu of taking annual
13 leave. The only time employees may be paid for earned annual leave is upon
14 termination, or upon entry into a DROP.

15

16 All employees who elect to participate in the DROP will have the one-time
17 option, with the election to enter the DROP, of retaining all or a portion of their
18 vacation balance to be used during participation in the DROP, or receiving, at
19 that time, compensation for some or all of the balance.

20 33.8 Annual leave shall not be granted in advance of being earned. If an employee
21 has insufficient leave credit to cover a period of absence, a deduction for the
22 time involved (leave without pay) shall be made on the current payroll.

23 33.9 Employees who are transferred from one department to another shall have
24 their leave credits transferred with them.

25 33.10 Upon termination of employment the employee shall be entitled to
26 compensation for any earned but unused vacation (annual leave) to his/her
27 credit at the time of termination at the employee's normal base rate of pay at
28 the time of termination. The official termination date shall be the last day of
29 active employment and shall not be extended due to payment for unused
30 vacation (annual leave) time. This does not apply to employees having less
31 than twelve (12) months of service.

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

9
10 **ARTICLE 34**
11 **SICK LEAVE**

12 34.1 Employees shall earn eight (8) hours per month for 40-hour employees and
13 twelve (12) hours per month for 24-hour shift employees.

14 34.2 Sick leave will be granted upon approval of the Fire Chief or his authorized
15 designee for the following reasons:

- 16 a) For absence due to personal illness, injury or temporary disability,
17 doctor's statement required for temporary disability indicating
18 approximate length of absence due to disability.
- 19 b) For personal medical and dental appointments.
- 20 c) For absence due to compensable injury arising out of the course of City
21 employment (employees shall, upon request, be allowed to remain on
22 full pay for the period which can be covered by sick leave balance when
23 pro-rated with the amount being paid by compensation).
- 24 d) Illness or injury of a member of the employee's immediate family
25 (defined as spouse, registered domestic partner, dependent children, or
26 parents) living in the same domicile provided the employee's presence
27 is needed. For the purpose of this article, dependent children are
28 defined as the employee's unmarried, natural, adopted, or step-
29 child(ren), or a child for whom the employee has been appointed legal
30 guardian or legal custodian, or the natural or adopted child(ren) of the
31 employee's current registered domestic partner, who are under the age

1 of 19; or if over the age of 19 meet the criteria for dependency as
2 defined in the City's health insurance policy; or who are handicapped
3 children as defined in said policy. (Any employee may use up to 50%
4 of accrued sick leave for illness under this proposal; however, this
5 limitation does not apply to less than twenty-four (24) days accrued sick
6 leave, which is to say, regardless of the 50% limitation a 40-hour
7 employee may use 12 days of accrued sick leave and a 24-hour shift
8 employee four (4) twenty-four hour shifts of accrued sick leave, which is
9 described in this paragraph.) In all incidents of such sickness by a
10 spouse or dependent children, a doctor's statement may be required.

11 34.3

- 12 a) All employees are required to notify District One as early as possible
13 and no later than 60 minutes prior to the starting of his/her normal work
14 day when he/she is unable to report for work because of illness or
15 injury, giving the reason for absence. In the event, District One is not
16 available then the employee shall notify District Two. Employees failing
17 to comply with this provision shall not be allowed to charge their
18 absence to sick leave unless waived by the Fire Chief. Twenty-four
19 hour shift employees will notify the District Chief at least 24 hours in
20 advance of their intent to return following an illness or any injury. Sick
21 leave will not be granted for any sickness, injury or disability arising
22 from an unlawful act on the part of the employee. Sick leave will be
23 charged only against an employee's regular workday and shall not be
24 charged for absences on overtime or premium time. From the fourth
25 incident of sickness onward, a doctor's statement verifying the sickness
26 may be required, unless after any of the three (3) prior incidences a
27 doctor's statement verifying the sickness is provided. In which case,
28 that incident will not count towards one of the three (3) incidences. In
29 all cases where the sickness involves more than two consecutive shifts,
30 a doctor's statement verifying the sickness may be required.
31 b) When verification of illness is required, the following shall apply: A
doctor's statement, in writing, is to be turned in to the employee's

1 immediate supervisor upon the employee's return to work if there are
2 no restrictions from the doctor. If restrictions apply, a doctor's
3 statement, in writing, is to be turned in to the City Nurse before the
4 employee returns to work, which statement shall detail any restrictions
5 on the employee's ability to perform all the duties normally assigned to
6 the employee's classification. Failure to provide such a statement or
7 refusal by the doctor to allow the City to verify the statement if such is
8 requested shall preclude the use of sick leave, and the employee shall
9 be in a leave without pay status until acceptable documentation is
10 provided. Expenses of a doctor resulting from the verification of illness
11 shall be the responsibility of the employee except if he is required to
12 obtain such from a doctor selected by the City.

13 c) If the Lieutenant or District Chief determines from personal observation
14 that an employee reporting to duty is too sick to work, he may be sent
15 home on sick leave.

16 34.4 Sick leave shall be monitored administratively. If sick leave is used in
17 conjunction with any other leave (i.e. Trade Time, Vacation, or Kelly Day) or on
18 holidays, verification of illness from a doctor may be required after the second
19 occurrence. The employee shall be noticed on the second occurrence and a
20 determination made as to whether verification of illness will be required for
21 future occurrences.

22 34.5 Sick leave shall not be granted in advance of being earned. If an employee
23 has insufficient sick leave credit to cover a period of absence, vacation leave
24 may be used or a deduction for the time involved shall be made on the current
25 payroll. However, such usage must be approved in advance of the
26 employee's absence.

27 34.6 Should a holiday occur during an employee's absence due to sickness, the
28 sick day shall be charged as a holiday.

29 34.7 Sick leave shall continue to accrue during periods of absence in which the
30 employee is in pay status.

1 34.8 Employees who are transferred within the City shall have their sick leave
2 credits transferred with them. The accrual, use and reimbursement provisions
3 of this Agreement shall no longer be applicable after such transfer.

4 34.9 Employees taking sick leave shall be compensated at their regular straight
5 time hourly rate of pay.

6 34.10 a) Employees separated from the Fire Department by death, retirement,
7 resignation, or lay-off, and those who participate in the Consolidated
8 Pension DROP, shall, upon request, be compensated in cash, at the
9 weighted average of their base hourly rates during the preceding five
10 years, for one-half of sick leave accumulated and unused which
11 appears on their records. At the time of their separation or entry in the
12 Consolidated Plan DROP, as the case may be, such payment shall not
13 exceed the equivalent of one thousand three hundred (1,300) hours for
14 24-hour employees, and nine hundred and sixty (960) hours for 40-hour
15 employees (2600 x .50; 1920 x .50), provided that such payment shall
16 only be made if the employee has, at the time of his separation, used
17 less than fifty percent (50%) of the sick leave he had accrued during his
18 tenure with the Department.

19 b) Employees receiving payment for thirteen hundred (1300) hours may
20 apply hours in excess of twenty-six hundred (2600) to pension service
21 credit. Employees receiving payment for nine hundred and sixty (960)
22 hours may apply hours in excess of nineteen hundred and twenty
23 (1920) to pension service credit. (Employees may utilize a portion of
24 unused sick leave for computation of payment and apply any hours not
25 so used to pension credit.) If applicable, such days of unused sick
26 leave shall be converted to one (1) full day of additional service credit
27 based on the employee's normal workweek. The total number of hours
28 of accrued sick leave divided by the normal work week in hours (at the
29 time of retirement) times fifty-two (52) weeks, as defined in Article 41,
30 Section 41.2 (a). The total will equal the additional years of retirement

1 service credit. This provision shall be applicable to twenty-four (24) hour
2 shift employees only.

3 c) Employees who retire may receive payment for up to thirteen hundred
4 (1300) hours and may apply 50% of the hours used in computing such
5 payment described in (a) above to pension service credit. (Employees
6 may utilize a portion of unused sick leave for computation of payment
7 and apply any hours not so used to pension credit.)

8 d) Upon entering into the DROP, employees may elect to apply unused
9 sick leave hours to attain the requisite years of credit service for
10 eligibility, to provide for additional credited service, or retain some or all
11 of their unused sick leave for use during their employment while
12 participating in the DROP. Sick leave hours used in computing cash
13 outs of sick leave balances upon retirement are considered already
14 "used" and may not be converted to credited service, or used as sick
15 leave during participation in the DROP. In the case of a reverse
16 DROP, members may utilize the lesser of the sick leave balance in
17 existence on the effective date of commencement of participation or
18 the balance in existence ninety (90) days after declaration of intention
19 to enter the reverse DROP. Any unused sick leave remaining at the
20 expiration of the DROP participation or period will be forfeited.

21 e) The union agrees that once a retirement request is filed with the City, it
22 becomes irrevocable thirty (30) days prior to the specified date targeted
23 for retirement.

24
25 **ARTICLE 35**

26 **BEREAVEMENT LEAVE**

27 35.1 In the event of death in an employee's immediate family, he/she shall be
28 granted leave for five (5) calendar days (no less than one (1) or more than two
29 (2) work days for 52-hour employees and not less than three (3) or more than
30 four (4) work days for 40-hour employees shall be used as paid Bereavement

1 Leave at the Fire Chief's discretion). The Fire Chief or designee may grant
2 additional leave as appropriate.

3
4 All other time in addition to bereavement leave as described above and any
5 bereavement leave granted in the event of the death of a relative, other than
6 those in the immediate family, shall be charged to Sick Leave or Annual Leave
7 (Vacation) for immediate family and Annual Leave (Vacation) for all others.
8 The employees shall be required to furnish to the Public Employer such
9 information as may be requested for the proper administration of this Article.

10
11 35.2 For the purpose of this Article, the following relationships shall be considered
12 immediate family: the employee's father, mother, foster parent, brother, sister,
13 spouse, registered domestic partner, current father-in-law, father of current
14 registered domestic partner, current mother-in-law, mother of current
15 registered domestic partner, natural grandparents and children holding the
16 following relationships with the employee, the employee's spouse, or the
17 employee's current registered domestic partner natural, adopted, or
18 stepchild(ren), or a child for whom the person has been appointed legal
19 guardian or legal custodian.

20 35.3 Employees taking Bereavement Leave shall be compensated at their regular
21 straight time hourly rate of pay as set forth on the applicable salary schedule
22 for the time off work.

23 35.4 Bereavement leave must be taken within 5 days of the death or funeral.
24

25 **ARTICLE 36**

26 **TRADE TIME**

27 36.1 Upon prior approval of the Fire Chief or his/her designee, an employee may
28 agree with another employee, who is of equal classification (i.e., firefighter for
29 firefighter, driver-operator for driver-operator) to work in place of said other
30 employee during that employee's scheduled work assignment, subject to the
31 following restrictions:

- 1 a) No employee shall be permitted to have another employee substitute
2 for him/her except for periods of short duration and in no case in excess
3 of three (3) consecutive 24-hour shifts.
- 4 b)(i) No employee shall be permitted to have other employees substitute for
5 him/her in excess of a total of ten (10) times each fiscal year. Provided
6 however, that regular and continuous uses of trade time shall not count
7 against such limitation when such are required by approved educational
8 courses scheduling or required by a verified illness, fall on a Saturday,
9 Sunday or Holiday.
- 10 b)(ii) Up to seven (7) members of the Union who are officers of the Local and
11 any members who are officers of the State or International Union shall
12 be permitted to have other employees substitute for them up to a total
13 of fifty (50) times each fiscal year to conduct union business as verified
14 by the local Union President or designee. Such members shall be
15 listed by the Union at the beginning of the fiscal year and the list kept
16 current during the fiscal year.
- 17 c) The City shall compensate the employee who was scheduled to work in
18 the amount he would have earned had he/she worked and shall in no
19 manner be liable for any wage for the hours worked by the substitute
20 employee.
- 21 d) The hours worked by the substitute employee shall not be considered
22 hours worked by or paid for to the substitute employee.
- 23 e) The request for the exchange of time form will be signed by the
24 appropriate parties in advance. However, extenuating circumstances,
25 which prevent the exchange of the time form from being signed by the
26 appropriate parties in advance, will be given due consideration by the
27 employee's immediate District Chief. If his/her District Chief is not
28 available, then the other District Chief.
- 29 f) When the exchange of time form is signed in advance, the substitute
30 employee is responsible for reporting to duty.

1 g) When the exchange of time form is not signed in advance, the
2 employee originally scheduled to work is responsible for reporting to
3 duty.

4 h) An employee substituting for another employee will not be eligible for
5 vacation during the period of any portion thereof of the substitution
6 unless waived by the District Chief on duty.

7 i) An employee substituting for another employee will be eligible for sick
8 leave during the period of any portion thereof, of the substitution.
9 Verification of illness may be requested by the Fire Chief.

10 36.2 No grievance may be filed by an employee or the Union alleging that the City
11 has any contractual liability for wages resulting directly or indirectly from the
12 application of this Article other than to compensate the employee originally
13 scheduled to work for those hours in an amount equal to what he would have
14 earned had he worked.

15
16 **ARTICLE 37**

17 **JURY DUTY AND COURT APPEARANCES**

18 37.1 Any employee covered by this Agreement who is required to perform jury
19 service during his/her normal working hours in a City, County or Federal Court
20 shall be paid his/her regular straight time hourly rate for the period of such
21 service. Employees receiving a summons for jury duty must notify their
22 immediate officer promptly or as soon as possible after receiving such notice.
23 Any employee failing to make such notification will not be paid for the period of
24 said absence. A Request for Leave form must be completed by the employee
25 with a copy of the court summons attached and must be approved prior to
26 payment for such time off.

27 37.2 Any employee who is excused from jury duty during his/her normal work hours
28 must report to his/her immediate officer to determine if he/she will be required
29 to work the remainder of his/her normal work schedule.

30 37.3 Any employee covered by this Agreement who is required to appear in a court
31 of law during his/her normal working hours in response to a legally valid

1 subpoena, shall be paid his/her regular straight time hourly rate for those
2 hours absent from work, overtime for off duty hours, provided that either the
3 employee is required to testify on behalf of the City, or, that the City be a party
4 of the case and the employee is required to testify because of conduct arising
5 out of and in the course of his/her employment with the City while actually on
6 duty; and provided further that in no other case shall employees covered by
7 this Agreement be paid by the City including any case where the Union or the
8 employee is a party to the case directly or as a member of a class. Employees
9 receiving such subpoena must notify their immediate supervisor promptly and
10 submit evidence of such service as a witness. Any witness fee which the
11 employee receives shall be endorsed and promptly transmitted by the
12 employee to his appropriate supervisor for forwarding to the Finance
13 Department.

14
15 **ARTICLE 38**
16 **LEAVE OF ABSENCE**

17 38.1 General Information

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

- 21 A. Leave of absences will be granted for Family and Medical Leave (FMLA) -
22 see Section 38.7.
- 23 B. Leaves of absences may be granted under conditions similar to FMLA for
24 employees to care for Registered Domestic Partners – see Section 38.11.
- 25 C. Leave of absences may be granted for Personal Leave - see Section 38.12.

26 38.2 Leave Request Procedure:

27 Employees are expected to be familiar with and are required to follow the
28 leave procedures as outlined in the Leave Request Procedures Section.
29 Leave requests for less than one full pay period should be handled with a
30 Personnel Leave Request Form attached to the time sheet. Employees may
31 be required to daily or otherwise report on his/her status and intention to

1 return to work and may be subject to loss of benefits and/or discipline for
2 failure to do so.

3 38.3 Continuity of Service:

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

8 38.4 Expiration of Leave and Reinstatement:

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

11 38.5 Extension of Leave

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

17 38.6 Parental Leave:

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

22 Employees receiving parental leave may be required to submit evidence of
23 date of birth, custody, and location of the infant for whom parental leave is
24 sought.

25 38.7 Family and Medical Leave:

26 A. Eligible employees may take a maximum of twelve (12) weeks of family
27 and medical leave in their FMLA leave year. This leave may be paid if
28 applicable leave is available or the leave may be unpaid. The FMLA
29 leave year is defined as the twelve – (12-) month period measured from
30 January 1 each year.

31
32

1 FMLA will be granted for:

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

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

22 The aggregate number of workweeks of leave to which both husband and wife
23 may be entitled under this subsection may be limited to 26 workweeks during
24 the single twelve- (12-) month period described in this subsection B if the leave
25 is:

- 26 (i) leave under subsection B; or
- 27 (ii) a combination of leave under subsection A and leave described
28 in B

29

- 1 C. Eligibility Requirements
2 Employees are generally eligible if they have worked for the City for at least
3 one year and for 1,250 hours over the twelve (12) months previous to the
4 leave.
- 5 D. Definitions of Serious Health Condition
6 A serious health condition is an illness, injury, impairment, or physical or
7 mental condition that involves either an overnight stay in a medical care
8 facility, or continuing treatment by a health care provider for a condition that
9 either prevents the employee from performing the functions of the employee's
10 job, or prevents the qualified family member from participating in school or
11 other daily activities. Slightly different requirements apply in the case of
12 covered servicemembers.
13 Subject to certain conditions, the continuing treatment requirement may be
14 met by a period of incapacity of more than three (3) consecutive calendar days
15 combined with at least two (2) visits to a health care provider or one visit and a
16 regiment of continuing treatment, or incapacity due to pregnancy, or incapacity
17 due to a chronic condition. For further information contact Employee Health
18 Services or the Human Resources Department.
- 19 E. Use of Leave
20 An employee does not need to use this leave entitlement in one block. Leave
21 can be taken intermittently or on a reduced leave schedule when certified as
22 medically necessary. Employees must make a reasonable effort to schedule
23 leave for planned medical treatment so as not to unduly disrupt operations.
24 Leave due to qualifying exigencies may also be taken on an intermittent basis.
- 25 F. Substitution of Paid Leave for Unpaid Leave
26 The City generally requires use of accrued paid leave while taking FMLA leave
27 (see 38.9). In order to use paid leave for FMLA leave, employees must
28 comply with the City's normal paid policies.
- 29 G. Employee Responsibilities
30 Employees must provide thirty (30) days advance notice of the need to take
31 FMLA leave when the need is foreseeable. When thirty (30) days notice is not

1 possible, the employee must provide notice as soon as practicable and comply
2 with call-in procedures applicable to employee.

3 Employees must provide sufficient information for the City to determine if the
4 leave may qualify for FMLA protection and the anticipated timing and duration
5 of the leave. Sufficient information may include that the employee is unable to
6 perform job functions, the family member is unable to perform daily activities,
7 the need for hospitalization or continuing treatment by a health care provider
8 and information on symptoms, diagnosis, hospitalization, doctor results,
9 whether medication has been prescribed, any referrals for treatment (physical
10 therapy, for example) any other regimen of continuing treatment, or
11 circumstances supporting the need for military family leave. Employees also
12 must inform the City if the requested leave is for a reason for which FMLA
13 leave was previously taken or certified. Employees also may be required to
14 provide a certification and periodic recertification supporting the need for
15 leave. Documentation must be provided in a timely manner, utilizing the forms
16 provided by the City, or FMLA leave may be denied, use of paid leave may be
17 denied, employees will lose job benefits and protections, and may be subject
18 to disciplinary action.

19 38.8 Conditions:

- 20 A. Leave without pay for one (1) full pay period or more will not be considered
21 time worked for purposes of accruing seniority, longevity, vacation, sick or
22 other employee benefits.
- 23 B. Employees may take Family and Medical Leave in twelve (12) consecutive
24 weeks, may use the leave intermittently, or under certain circumstances may
25 use the leave to reduce the workweek or workday, resulting in a reduced hour
26 schedule. Except for care for a covered service-member, the FMLA-covered
27 leave may not exceed a total of twelve (12) weeks in the twelve- (12-) month
28 period measured forward from January 1. However, for the birth, placement,
29 adoption of a child, or well newborn care the City and the employee must
30 mutually agree to the schedule before the employee may take leave
31 intermittently or work a reduced hour schedule.

- 1 C. The City may temporarily transfer an employee to an available alternative
2 position with equivalent pay and benefits if the employee is qualified for the
3 position and if the alternative position would better accommodate the
4 intermittent or reduced schedule.
- 5 D. If an employee out on regular paid leave seeks to extend that leave under the
6 provisions of the Family and Medical Leave Act, the City may classify and
7 apply leave already taken towards the employee's twelve- (12-) week total
8 upon appropriate information from the employee.
- 9 E. The employee's position may be filled by a temporary appointment or
10 assignment of another employee. At the expiration of the leave, the employee
11 shall be reinstated in the position vacated, if it exists and reinstatement is
12 otherwise warranted.
- 13 F. Except as provided herein, the employee, upon returning to work from a
14 medical leave, must report to Employee Health Services. The employee may
15 be required to submit a written approval from his/her health care provider
16 stating the employee is approved to return to work. The employee may be
17 required to complete a fitness for duty examination related to the serious
18 health condition for which the employee was absent on FMLA leave.
- 19 G. While the employee is on medical leave, the City will continue the employee's
20 health benefits during the leave period at the same level of benefits and under
21 the same conditions as if the employee had continued to work. An employee
22 on paid medical leave continues to pay the contribution rate via payroll
23 deduction as when an active employee. An employee on unpaid leave
24 continues to pay the contribution as when an active employee. In this case, the
25 employee must continue to make this payment either in person or by mail to
26 the City's Risk Management Department. Payment must be received by the
27 last day of the month prior to each month of coverage. If the payment is more
28 than thirty (30) days late, the employee's health care coverage may be
29 dropped. The City will notify the employee in writing at least fifteen (15) days
30 before the date that health coverage retroactively is cancelled, or at the City's
31 option, it may pay the employee's share of the premiums during unpaid

1 medical leave and recover those payments from employee upon employee's
2 return to work.

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

11 38.9 How available paid leave is applied to an FMLA qualifying event

12 A. Designated Leave System

13 For employees in the sick leave/vacation leave system, employees are
14 required to use sick leave, and in the absence of sick leave, vacation
15 leave for absences due to their own or family member's serious health
16 condition. In the case of absences due to a compensable accident,
17 after wage loss payments start, employees may choose whether or not
18 to supplement the wage loss payments with sick leave, then vacation.
19 Employees may utilize sick leave or vacation in lieu of sick leave for
20 adoption and birth of newborn within six (6) weeks after adoptions or
21 birth, for up to 96 hours of such paid leave. Upon exhaustion of sick
22 leave prior to utilizing 96 hours, the employee will be required to use
23 vacation in lieu of sick for up to the remainder of that period, after which
24 time unpaid leave, or vacation in accordance with departmental notice
25 procedures could be taken for the remainder of the FMLA entitlement
26 period. Alternatively, the employee may take only unpaid leave for all
27 absences due to adoption or birth of newborn, or take vacation leave in
28 accordance with departmental notice procedures.

29 B. The maximum hours of paid leave under this Article 38.9 and Article
30 38.11 shall be 480 and any approved absence beyond 480 in the leave

1 year, or servicemember leave period shall be without pay, except as
2 provided in 38.9C.

3 C. Employees working a 52-hour workweek shall be eligible to use the
4 appropriate available leave time above the 480 hours for the remainder
5 of the FMLA entitlement period.

6 38.10 FMLA, Partner Leave definitions

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

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

15 C. Serious Health Condition: A serious health condition is an illness, injury,
16 impairment, or physical or mental condition that involves: (FMLA and Partner)
17 1. inpatient care at a hospital, hospice, or residential medical care facility, or
18 2. continuing treatment by a health care provider.

19 D. Leave Year: The twelve- (12-) month period measured forward from January 1
20 each year, except in the care of covered servicemember caregiver leave (see
21 38.7B).

22 38.11 Registered Domestic Partner medical leave (Partner)

23 A. Eligible employees may take a maximum of twelve (12) weeks of Partner
24 medical leave in the FMLA leave year. Eligible employees may also take
25 covered servicemember caregiver leave, if the covered servicemember is the
26 eligible employee's Registered Domestic Partner, for a maximum 26 weeks
27 as described in 38.7B. In all cases, Partner leave and FMLA leave
28 combined may not exceed a total of twelve (12) weeks in the FMLA (for care
29 for Partners who are covered servicemembers leave year, twenty-six (26)
30 weeks in the covered servicemember leave period), as the case may be,
31 unless otherwise required by law. This leave may be paid if applicable

1 leave is available or the leave may be unpaid. The FMLA Leave Year is
2 defined as the twelve- (12-) month period measured forward from January 1
3 each year.

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

6 38.12 PERSONAL LEAVE

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

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

- 15 B. Conditions:

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

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

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

7 5. To return to work the employee must report to Employee Health
8 Services; and, the employee may be required to submit a written
9 approval from their health care provider releasing them for work. The
10 employee may be required to complete a health examination.

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

1 **ARTICLE 39**

2 **MILITARY LEAVE**

3 39.1 The City Manager may grant a permanent employee a leave of absence
4 without pay of up to one (1) year or four (4) years for active military service.
5 Leaves of absence greater than the above limits must be approved by the City
6 Commission.

7 39.2 Reserve or Guard Annual Training:

8 The City will grant military leave of absence to any employee presenting
9 proper orders calling him to temporary active duty for annual training purposes
10 with a reserve unit of the United States Army, Navy, Marine Corps, Air Force,
11 Coast Guard or a National Guard Unit for a period not exceeding seventeen
12 (17) days in one calendar year. For purposes of shift employee computation,
13 this will constitute 204 hours.

14 39.3 Leave With Pay

15 The employee shall be entitled to leave of absence from his respective duties
16 without loss of pay for such time as he is on temporary active duty for training
17 purposes. The military leave of absence in no way affects his annual vacation
18 leave.

19 39.4 Reserve or Guard Active Military Service (not annual training).

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

25 39.5 Requests for Military Leave:

26 The employee shall be required to submit a copy of orders or statements from
27 the appropriate military commander as evidence of such duty to the Fire Chief.
28 The orders or statement must be attached to a Personnel Action Record
29 requesting military leave. The request must be sent to the Human Resources
30 Department well in advance of the scheduled date of departure for proper
31 approval for military leave of absence.

1 39.6 An employee attending evening or weekend military training which conflicts
2 with his work schedule shall be granted time off without pay for the purpose of
3 attending the military training or may use trade times without their counting
4 against the allowable total.

5 39.7 Military Leave Without Pay
6 An employee ordered to active duty for emergency situations in excess of the
7 time allowed for in paragraphs 39.2 and 39.4, shall be granted time off without
8 pay or he/she may elect to use earned vacation leave, which shall not
9 constitute a break in continuous service. Vacation leave will not be required
10 prior to allowing leave without pay.

11 39.8 In all cases the employee shall be granted benefits as afforded by law.

12
13 **ARTICLE 40**

14 **WAGES**

15 40.1 A. Upon ratification, all employees covered by this Agreement being paid within
16 the pay range of their appropriate classifications, shall have their individual
17 rates of pay increased by one percent (1%) of their individual rates of pay
18 effective with the first full pay period in October 2009, provided such increases
19 shall not exceed the maximum pay rate for their classification. Effective the
20 first full pay period in October 2009, the pay ranges shall be adjusted as
21 reflected in Exhibit I.

22 Either party may reopen this paragraph (40.1A) for negotiations at any time
23 during the month of April of each contract year. There shall be no pay
24 increases after September 30, 2010 unless and until there is a new Agreement
25 in effect providing for such increases.

26 B. An employee entering the Deferred Retirement Option Program (DROP) may
27 elect to forego receipt of any future general salary increases effective after
28 entry into the DROP, for as long as the employee is participating in the DROP,
29 as provided in Article VII, Division 3, of the Code of Ordinances:
30

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

13 40.2 Merit or Performance – Based Increases

14 A. Effective October 1, 2009 through September 30, 2010, there shall be
15 no Merit Increases.

16 Firefighters – 0% of range maximum

17 Driver/Operators – 0% of range maximum

18 Fire Lieutenant – 0% of range maximum

19 Fire Inspector – 0% of range maximum

20 Fire Investigative Services Officer – 0% of range maximum

21 Fire Training Captain – 0% of range maximum

22 These merit increases within an established pay grade (see Exhibit I)
23 shall be limited only by the range maximum based on satisfactory
24 performance.

25 Either party may reopen this paragraph (40.2A) for negotiations at any
26 time during the month of April of each contract year. There shall be no
27 Merit Increases after September 30, 2010 unless and until there is a
28 new Agreement in effect providing for such increases.

29 B. For regular (non-probationary) employees, the review period is a one-
30 year period from October 1 through September 30. Employees will
31 continue to be reviewed, but there will be no Merit Increases associated

1 with these reviews, unless and until there is a new Agreement in effect
2 providing for such increases.

3 C. Employees may be eligible for Special Merit Awards as authorized under City
4 Human Resources Policy – Performance-Based Merit Awards.

5 40.3 Twenty-four hour shift personnel who have been assigned to Fire Prevention
6 shall receive compensation at the appropriate rate of pay.

7 40.4 Employees covered by this Agreement who work in a higher classification shall
8 be paid ten percent (10%) above their current rate for each such full hour.

9
10 Under no circumstances shall the total amount of out-of-class pay that is paid
11 exceed that attributable to the number of hours worked.

12 40.5 A. Employees holding a current and valid State Paramedic Certification and
13 holding current clearance from the System Medical Director shall receive
14 supplemental paramedic pay at a rate of ten percent (10%) of their current
15 base wages provided there shall be no decrease in paramedic pay for any
16 cleared individual.

17 B. Any paramedic who is not cleared shall not receive this monthly supplement,
18 provided that he or she has had the opportunity to obtain cleared status on
19 City time and at City expense.

20 40.6 Employees who are required to be paramedics, in accordance with 10.3 of
21 Article 10, shall upon request be permitted to seek relief from said requirement
22 from the Department Medical Director.

23 40.7 If the City Commission determines that fire inspections are to be performed on
24 a department-wide basis by fire companies, fifty dollars (\$50.00) per month
25 shall be re-instated for the duration of the current labor agreement. Company
26 fire inspections will be conducted from 8:00 a.m. to 5:00 p.m., Monday through
27 Friday, and Saturdays until 11:30 a.m.

28 40.8 Lieutenants while assigned to Training shall be paid five percent (5%) above
29 their current rate.

1 40.9 All persons in the Fire Department in the classification of Fire Inspector holding
2 a current and valid Police Officer certification shall be paid an incentive of five
3 percent (5%) of his/her base wages while so employed.

4 40.10 Certified HazMat Technicians assigned to the HazMat team (currently
5 assigned as Engine 2 and Tower 2) shall be paid an incentive of two and one-
6 half percent (2½%) of their base wages for hours worked in this assignment.

7 40.11 A. The Fire Chief shall determine and authorize the number of HazMat
8 Technicians and Technical Rescue Specialist positions, if any.

9 B. Certified HazMat Technicians and Technical Rescue Specialists shall receive
10 supplemental pay of one and one-half percent (1.5%) of their base wages bi-
11 weekly provided there shall be no decrease (not less than thirty dollars bi-
12 weekly) in supplemental pay for any certified individual.

13 40.12 All employees shall be required to have and maintain a direct deposit
14 account for the purpose of receiving their employment compensation.
15

16 **ARTICLE 41**

17 **HOURS OF WORK AND OVERTIME PAYMENT**

18 41.1 The provisions of this Article are intended to provide a basis for determining
19 the number of hours of work for which an employee shall be entitled to be paid
20 at overtime rates and except as provided in this Agreement shall not be
21 construed as a guarantee to such employee of any specified number of hours
22 of work either per day or per week or as limiting the right of the City to fix the
23 number of hours of work (including overtime) either per day or per week for
24 such employee. The City will establish the basic workweek and hours of work
25 best suited to meet the needs of the Department and to provide superior
26 service to the community.

27 41.2 The normal workweek for employees in various groups as established by the
28 City shall be:

29 A) An average of 52 hours of work a week (Monday through Sunday)
30 consisting of periods of 24 hours on duty, including meals and rest
31 periods, and 48 hours off duty. Every fourteenth (14th) shift will be

1 scheduled time off which results in an average of 104 hours per pay
2 period. See Attachment III – Kelly Day Selection

3 B) For all other employees a total of 40 hours of work a week (Monday
4 through Sunday) consisting of four (4) consecutive workdays of ten (10)
5 hours each day. Forty (40) hour employees will work four (4)
6 consecutive workdays of ten (10) hours each day for the duration of this
7 Agreement.

8 1) Split shifts may be worked upon mutual agreement of
9 management and the employee or at the unilateral choosing of
10 management for no more than four (4) times per year for each
11 employee.

12 2) Starting times may be changed upon five (5) days notice.

13 3) The normal workday shall consist of ten (10) consecutive hours,
14 including a lunch period.

15 4) If the employee is given seven (7) days notice, his or her
16 workday may be shortened after a prior day during which the
17 employee worked more than ten (10) hours.

18 41.3 The City agrees to pay employees covered by this Agreement time and one-
19 half (1½) their regular straight time hourly rate of pay for all hours worked in
20 excess of the scheduled normal workweek.

21 41.4 For purposes of overtime computation, vacation and holidays for all
22 employees shall be considered as time worked. Sick leave shall not be
23 considered as time worked for purposes of overtime computation. Holiday pay
24 for 24-hour shift employees shall not be considered as time worked.

25 41.5 There shall be no duplication or pyramiding in the computation of overtime and
26 nothing in this Agreement shall be construed to require the payment of
27 overtime more than once for the same hours worked.

28 41.6 All employees covered by the terms of this Agreement who are called back to
29 work from off duty with less than sixteen (16) hours notice shall be paid for at
30 least three (3) hours minimum at their overtime hourly rate of pay if a lesser
31 period of time is worked. Employees called back to work from off duty with

1 sixteen (16) hours or more notice shall be paid for at least two hours minimum
2 at their overtime hourly rate of pay if a lesser period of time is worked.

3 41.7 All overtime work shall be authorized by the Fire Chief or designee, if such
4 authority has been specifically delegated to him/her.

5 41.8 Agreed upon Local 2157 Overtime Guidelines will be used to ensure that
6 opportunity to work overtime will be distributed as equally as practicable
7 among employees in the same job classification, rank-by-rank basis, provided
8 the employees are qualified to perform the specific overtime work required and
9 are readily available for such work. Overtime opportunities will be
10 accumulated on adequate records (which will be available to the Union and
11 employees) and offered overtime not worked will not be considered as worked
12 in maintaining these records. If an employee establishes that he/she has not
13 received his/her fair share of overtime opportunities, such employee shall have
14 first preference to future overtime work until a reasonable balance is recreated.
15 It is understood that nothing in this clause shall require payment for overtime
16 hours not worked. Reasonable requests to be excused from overtime may be
17 honored; but if there are not enough qualified employees, then the City retains
18 the right to make mandatory overtime assignments. Such mandatory
19 assignments shall be made in the inverse order from the seniority list for
20 firefighters and promotion date for all others. It is understood that the sharing
21 of overtime shall not delay nor unduly increase the City's cost of operation.

- 22 41.9
- 23 1. Up to four (4) evening activities can be scheduled monthly provided
24 they are concluded by 9:00 p.m.
 - 25 2. Saturday, Sunday, and designated holidays shall continue to be
26 observed for purposes of this section consistent with past practice, with
27 the exception that employees may be required to work special events
28 at the Fire Chief's discretion.
 - 29 3. Training activities shall not preclude the use of trade time, provided
30 make up of missed training material is the responsibility of each
individual.

1 41.10 Employees assigned to standby status for one calendar week at a time by the
2 Fire Chief or his designee shall be paid \$145 for each such week of standby.
3 If assigned standby status is for less than one week, then the \$145 shall be
4 prorated.

5
6 **ARTICLE 42**

7 **WORKERS' COMPENSATION**

8 42.1 Payment of Workers' Compensation benefits to all employees who are
9 disabled because of any injury arising out of, and in the course of, performing
10 their duties with the City will be governed as follows:

11 A) Full Workers' Compensation benefits as provided in accordance with
12 the Worker's Compensation Law, Chapter 440, Florida Statutes.

13 42.2 Whenever an employee is absent due to a non-emergency compensable
14 injury, he/she shall receive his/her regular pay for the first fifteen (15) calendar
15 days of such absence. When an employee is absent due to a compensable
16 injury as a result of responding to, during or returning from incidents, he/she
17 shall receive his/her regular pay for the first 30 calendar days of such absence.
18 But such payment shall not, when added to Workers' Compensation benefits,
19 total more than the normal regular pay received by the employee immediately
20 prior to such disability.

21 42.3 An employee sustaining a lost-time injury may use earned, unused sick or
22 annual leave. The request must be made to the Fire Chief to allow the
23 employee to remain on full pay for the period which can be covered by the sick
24 leave or annual leave balance when pro rated with the amount being paid by
25 Workers' Compensation as set forth in paragraph 42.1.

26 42.4 All on-the-job injuries must be reported immediately (no later than 24 hours)
27 after the occurrence which gave rise to the injury. Report shall be made to the
28 immediate officer on duty (Lieutenant or District Chief, as the case may be) in
29 order for this Article to be in full force and effect. It is not the intent of this
30 section to in any way diminish any rights guaranteed by law.

31

1 **ARTICLE 43**

2 **DRUG-FREE WORKPLACE**

3 43.1 The City and the Union recognize that substance abuse in our nation and
4 our community exacts staggering costs in both human and economic terms.
5 Substance abuse can be reasonably expected to produce impaired job
6 performance, lost productivity, absenteeism, accidents, wasted materials,
7 lowered morale, rising health care costs, and diminished interpersonal
8 relationship skills. The City and the Union share a commitment to solve this
9 problem and to create and maintain a drug-free work place. The parties
10 have, therefore, agreed to the policy outlined in Addendum "D" to the City of
11 Gainesville Drug-Free Workplace Program (See attached).
12

13 **ARTICLE 44**

14 **LONGEVITY PAY**

15 44.1 Rates:
16 All regular employees of the City hired before the ratification date, March 2,
17 1992, shall receive longevity pay in addition to their regular base pay in
18 accordance with the following schedule:
19 1) 5 yrs. and not more than 10 yrs. 2% of base pay
20 2) 10 yrs. and not more than 15 yrs. 3% of base pay
21 3) 15 yrs. and not more than 20 yrs. 4% of base pay
22 4) 20 yrs. and not more than 25 yrs. 5% of base pay
23 5) In excess of 25 years 6% of base pay
24 44.2 Longevity pay shall be administered in accordance with Chapter 2, Article VII,
25 Division 3, of the Gainesville Code of Ordinances.
26

1 IN WITNESS WHEREOF, the parties hereunto set their hands this 6th day of May 2010.*

2

3 THE CITY OF GAINESVILLE, FLORIDA

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS LOCAL 2157

4

5

6

7 Signed Original on file in Human Resources

Signed Original on file in Human Resources _

8 RUSSELL BLACKBURN

JEFF LANE

9 CITY MANAGER

PRESIDENT

10

11

12 APPROVED AS TO FORM AND LEGALITY

13

14 Signed Original on file in Human Resources

15 CITY ATTORNEY

16

17

18

19 CITY BARGAINING COMMITTEE:

IAFF BARGAINING COMMITTEE:

20 Jill Womble

Tracey Higdon

21 Gene Prince

Mark Boals

22 Tiffany Dorsey

Nicholas Gonzalez

23

Sean Hillhouse

24

Brad Paquette

25

Sandy Ellison

26

27 *Date ratified by last party

28



Programming Choices

Cox Standard Service

- 2 WESH - NBC (Daytona/Orlando)
- 3 WJCT - PBS (Jacksonville)
- 4 WJXT - CBS (Jacksonville)
- 5 Prevue Guide
- 6 W1OBR - Educ. Access / AP News
- 7 WCJB - ABC (Gainesville)
- 8 LO8 - COX CABLE 8
- 9 WTBS - (Atlanta)
- 10 WGFL - WB (Gainesville)
- 11 WUFT - PBS (Gainesville)
- 12 C-SPAN
- 13 WOGX - FOX (Ocala)

News, Sports & Weather

- 14 SUN - Sunshine Network
- 15 ESPN - Sports Network
- 16 TNT - Turner Network Television
- 17 CNN - Cable News Network
- 18 Headline News
- 19 CNBC - Consumer News & Business Channel
- 20 TWC - The Weather Channel

Family Entertainment

- 21 USA Network
- 22 NICK - Nickelodeon
- 23 FAM - The Family Channel
- 24 LIFE - Lifetime
- 25 DSC - The Discovery Channel
- 26 TLC - The Learning Channel
- 27 DIS - The Disney Channel

Special Interests

- 28 A&E - Arts & Entertainment
- 29 AMC - American Movie Classics
- 30 E! - Entertainment Television
- 31 FX

- 32 TNN - The Nashville Network
- CMT - Country Music Television

- 33 OLN - Outdoor Life

- 34 VH1 - Music Videos

- 35 MTV - Music Television

- 36 BET - Black Entertainment Television

- 37 WACX - IND (Leesburg)

- 38 QVC - Home Shopping

- 39 HSN - Home Shopping Network

- 40 UNI - Univision (Spanish)

- 41 SCI-FI - Sci-Fi Channel

- 42 HB02*

Cox Select Package \$ 3.49/mo. or a la carte

- 43 TOON - The Cartoon Network *80¢/mo.*

- 44 COM - Comedy Central *80¢/mo.*

- 45 ESPN2 - Sports Network *80¢/mo.*

- 46 TCM - Turner Classic Movies *80¢/mo.*

- 47 HIST - The History Channel *\$1.50/mo.*

Premium Services

Ask about our Value Packages!

- 48 HBO - Home Box Office

- 49 MAX - Cinemax

- 50 SHO - Showtime

Pay-Per-View

- 51 Hot Choice

- 52 VC - Viewer's Choice

- 53 Sneak Prevue - PPV Highlights

- 54 CH 1 - Movie of the Week

- 55 PIN - Product Information Network

- 56 CH 3 - Movie of the Day *7am-10pm*
Just For Adults 10pm-6am

Music Choice – 30 channels of commercial-free digital music \$7.95 residential/\$29.95 commercial

Limited Basic Service is Channels 2-8, 10-13.

*Available only in Entertainment Value Packages.

Premium Service Converter Required.

To order call 377-2123.

As of December 1, 2006

**Changes in technology or improved diagnostic testing
may alter the following components.**

The Annual Health Assessment for Firefighters includes:

Completion of Annual Health Assessment Form
Height and Weight
Blood Pressure
PFT (Lung Function Test)
Audiometer
Spirometry
Vision Test
Hematocrit (finger stick)
Dipstick Urine
PPD
Blood Draw (CBC, Hepatitis A, B and C, Health Panel and HIV)
HazMat medical panel for HazMat members, Investigative Services Officers and Fire Inspectors only
PSA (Males over age of 40)

The nurse interprets and discusses results of the hearing, vision and PFT tests. She also performs a visual ear exam and auscultation of heart, lung and carotids. She reviews the employee's health history and discusses any current conditions.

The "Five-Year" Physical for Firefighters includes (usually a Type "A" Physical):

Completion of Personal History and Medical Exam Form
Audiometry
Spirometry
Vision
Height and Weight
Blood Pressure
Optional Tests include: PAP Test (Females)
Lab Test (Chemzyme Plus or Health Panel)
Blood Draw (CBC, Hepatitis A, B and C, Health Panel and HIV)
HazMat medical panel for HazMat members, Investigative Services Officers and Fire Inspectors only
Urinalysis
Chest X-ray
Stress EKG/Interpretation
Stress Test
PSA (Males over age 40.)
(No PPD)

Voluntary Vaccinations/Immunizations:

Flu
Hepatitis A & B
Tetanus
Smallpox

KELLY DAY SELECTION

1. Three (3) Kelly Day (K-Day) slots per shift shall be provided, but no more than one Lieutenant, and one Driver/Operator may select a slot on the same shift. Additionally, a Lieutenant and Driver/Operator from the same company may not select lots on the same shift. However, three (3) Firefighters from the same shift may choose the same K-day.
2. Selection of slots shall be by overall departmental seniority, with the most senior person in the bargaining unit having the first selection.
3. Kelly Days shall be re-bid every 54 weeks. Re-bids shall be in accordance with paragraphs one and two above and no slots shall be held open for any particular rank during re-bid, allowing three (3) Firefighters from the same shift to pick the same day.

The K-day cycle beginning date will be moved back one six-week cycle every third year, to allow the beginning of the K-day cycle to remain close to October 1st. This would allow GFR members to select and begin the next year's K-day cycle with their annual vacation. K-day selection will begin the 2nd week in August each year.

The 2006 K-day cycle begins on October 11, 2006 and ends on October 23, 2007.

The 2007 K-day cycle begins on October 24, 2007 and ends on November 4, 2008.

The 2008 K-day cycle resets to begin on September 25, 2008.

4. Persons who are promoted under circumstances whereby they cannot retain their present slot; persons who transfer to another shift; and new hires will chose any open slot in accordance with paragraph 2 above.
5. A fourth Kelly Day may be chosen if:
 - a. A lieutenant or Driver/Operator would otherwise have to bump a more senior member from his/her slot because there is not an open slot; or
 - b. All three slots are filled on all days; or
 - c. An increase in GFR positions make it necessary to create a fourth slot.

In the event that an increase in GFR positions make it necessary to create a fourth slot on one or more days, the number of four-slot days will be determined before the annual K-day selection process begins. The number of four-slot days will be filled in accordance with 1, 2 and 4 above until the needed number of four-slot days are filled. The remainder of the K-day selections will be at three slots per day. The automatic creation of four-slot days will only apply when the new positions are filled.

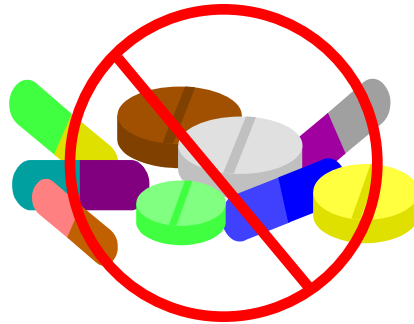
6. Trading Kelly Days shall be allowed by those on the same shift and shall be counted as "one of the permitted trade times."

7. Working overtime on Kelly Days shall be permitted under guidelines for overtime.
8. Any unanticipated issue of Kelly Day selection will be discussed by the Union and Management, after which Management will decide the matter based upon its assessment of efficiency and staffing needs. The Union may submit any grievance, resulting from Management's decision above, directly to the Grievance Resolution Committee and thereafter final and binding arbitration as defined in Article 17 (Grievance Procedure) under the current Labor Agreement.

IAFF**2009 - 2010****Pay Plan****Effective 10/5/2009**

F1			
	Without EMT		With EMT
Annual Salary	\$31,266.63	\$32,881.93	
Hourly - 52	\$11.5631	\$12.1605	
Hourly - 40	\$15.0320	\$15.8086	
7023 - Firefighter, Non-Certified			
F1			
	Minimum	Midpoint	Maximum
Annual Salary	\$40,170.87	\$48,205.17	\$56,239.47
Hourly - 52	\$14.8561	\$17.8274	\$20.7986
Hourly - 40	\$19.3129	\$23.1756	\$27.0382
7021 - Firefighter, Certified			
F2			
	Minimum	Midpoint	Maximum
Annual Salary	\$44,991.57	\$53,989.61	\$62,987.66
Hourly - 52	\$16.6389	\$19.9666	\$23.2943
Hourly - 40	\$21.6306	\$25.9565	\$30.2825
7005 - Fire Driver/Operator			
F3			
	Minimum	Midpoint	Maximum
Annual Salary	\$51,739.13	\$62,087.67	\$72,436.21
Hourly - 52	\$19.1343	\$22.9614	\$26.7885
Hourly - 40	\$24.8746	\$29.8498	\$34.8251
7009 - Fire Lieutenant			
7027 - Fire Inspector			
F4			
	Minimum	Midpoint	Maximum
Annual Salary	\$54,326.69	\$65,191.82	\$76,056.94
Hourly - 52	\$20.0912	\$24.1094	\$28.1276
Hourly - 40	\$26.1186	\$31.3422	\$36.5658
7007 - Fire Investigative Services Officer			
7017 - Fire Training Captain			

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS



DRUG-FREE WORKPLACE PROGRAM

Revised 2010

**THE CITY OF GAINESVILLE AND THE
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS**

DRUG-FREE WORKPLACE PROGRAM

TABLE OF CONTENTS

I. PURPOSE.....	2
II. SCOPE.....	3
III. DRUG-FREE WORKPLACE PROGRAM DISSEMINATION.....	3
IV. DEFINITIONS.....	4
V. ALCOHOL USE PROHIBITIONS.....	4
VI. DRUG USE PROHIBITIONS.....	6
VII. TESTING.....	7
A. Testing of Applicants	7
B. Reasonable Suspicion Testing	8
C. Random Testing	11
D. Return to Duty Testing.....	11
E. Position Change Testing	12
F. Follow-up Testing	12
G. Routine Fitness for Duty	12
H. Refusal to Test	12
VIII. TESTING PROCEDURE.....	13
A. Tested Substances.....	13
B. Designated Laboratory	13
C. Notification of Prescription Drug Use.....	13
D. Testing of Injured Employees	13
E. Body Specimens	14
F. Cost of Testing	14
G. Collection Site, Work Site	14
H. Collection Site, Work Site, Personnel.....	15
I. Testing Laboratory.....	15
J. Initial Tests Used for Implementing § 440.101-.102, <u>Fla., Stat.</u>	16

K.	Confirmation Tests Used for Implementing § 440.101-.102, Fla. Stat.....	16
IX.	TEST RESULTS (Blood and Urine).....	17
A.	Reporting Results.....	17
B.	Challenges to Test Results.....	19
C.	Employee/Applicant Protection.....	20
X.	EMPLOYEE ASSISTANCE PROGRAM (EAP).....	20
XI.	INVESTIGATION.....	21
XII.	ARREST FOR DRUG-RELATED CRIME	22
XIII.	CONFIDENTIALITY.....	23
XIV.	RECORDS AND TRAINING.....	24
A.	Resource File	24
B.	Individual Test Results	24
C.	General Records of the City	25
D.	Drug Training Program	25

IAFF DRUG-FREE WORKPLACE PROGRAM

I. PURPOSE

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work, and to promote a drug-free working environment, the City of Gainesville, Florida (City) and the International Association of Firefighters, Local 2157 (IAFF) 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.

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

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

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

The City/IAFF Drug-Free Workplace Program has been prepared so as not to conflict with public policy and, further, not to be discriminatory or abusive. A drug-

1 free workplace should be the goal of every employer in America. Drug and alcohol
2 testing is only one of the several steps that must be taken to achieve this objective.
3 When incorporated into a comprehensive anti-drug effort, testing can go a long
4 way in combating drug and alcohol abuse in the workplace.

5 **II. SCOPE**

6
7 All employees covered by this program and, as a condition of employment, are
8 required to abide by the terms of this program and, as applicable, supplemental
9 programs described in addenda to the City of Gainesville's Drug-Free Workplace
10 Program. Any employee in doubt as to the requirements or procedures applicable
11 to their situations may contact the City's Risk Management Department for
12 information. Consistent with policy determinations and legal requirements, the City
13 shall limit testing to that which is considered necessary to meet the Purpose of this
14 Program.
15
16

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

- 18
19 A. The City will give a general one-time notice to all IAFF-represented
20 employees that the City prohibits its employees from illegally or improperly
21 using, possessing, selling, manufacturing, or distributing drugs on its
22 property, or while its employees are at work; that it is against City policy to
23 report to work or to work under the influence of drugs; and that it is a
24 condition of employment to refrain from using nonprescription drugs, or
25 alcohol, on the job, or abusing legal drugs on or off the job such that it
26 affects their job, and that a drug testing program is being implemented. At
27 least sixty (60) days will elapse between the notice and any employee
28 drug testing implemented pursuant to this program.
29
30 B. Prior to testing, all employees or applicants for employment will be given a
31 summary of the Drug-Free Workplace Program, a drug test, a list of local
32 employee assistance programs and a list of local alcohol and drug
33 rehabilitation programs.
34
35 C. A notice of drug testing will be included with all job vacancy
36 announcements for which drug testing is required. A notice of the City's
37 drug testing program will also be posted in appropriate and conspicuous
38 locations on the City's premises and copies of the program will be made
39 available for inspection during regular business hours in the Human
40 Resource Department and each Fire Station.
41
42

1 **IV. DEFINITIONS**

2
3 The definitions of words and terms as set forth in § 440.02, § 440.102(1), and
4 112.0455 Fla. Stat. and the Agency for Health Care Administration, Drug-Free
5 Workplace standards (Fla. Admin. Code R 59A-24) as may be amended shall
6 apply to the words and phrases used in this program unless the context clearly
7 indicates otherwise. When the phrase “drug and alcohol” testing, use, etc., is
8 used in connection with different testing mechanisms, prohibitions or causes for
9 testing “drug” includes all of the below listed substances except alcohol. “Drug”
10 otherwise has the same meaning as in Section 440.102(1)(c), Fla. Stat., which
11 defines “drug” as follows:
12

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

13
14 **V. ALCOHOL USE PROHIBITIONS**

- 15
16 A. The consumption of alcohol on City property or while on duty (during
17 working hours, while at work, etc.) is prohibited and will result in
18 disciplinary action, up to and including dismissal. The prohibition of
19 consumption of alcohol upon City property or on duty does not, however,
20 apply to those assignments, premises, or events at which consumption of
21 alcohol is authorized by management. Such authorization does not
22 encourage, sanction, or authorize any individual to consume alcohol in
23 excess to a point of being intoxicated. Therefore, any employee at an
24 event, who in the sole opinion of the Management becomes intoxicated,
25 must refrain from further consumption of alcohol and, upon request by
26 Management, leave the function. Failure to comply with the request
27 constitutes a violation of the program and will subject the employee to
28 disciplinary action.
29
30 B. Off-duty use of alcohol may adversely affect an employee’s job
31 performance or adversely affect or threaten to adversely affect other
32 interests of the City, including but not limited to the employee’s
33 relationship to his/her job, fellow workers’ reputations, or goodwill in the

1 community. Disciplinary action up to and including dismissal may be
2 imposed on this basis.

3
4 C. Except as provided herein, the personal possession (i.e., on the person,
5 or in a desk, or locker) of alcohol on City property or during working hours
6 will result in disciplinary action, up to and including dismissal.

7
8 D. It is against the City's program and a violation of City policy to report to
9 work or to work under the influence of alcohol.

10
11 E. For purposes of implementing the City of Gainesville/IAFF Drug-Free
12 Workplace program, an employee is presumed to be under the influence
13 of alcohol if a breath test shows alcohol usage of 0.04% or greater.

14
15 F. An employee who Management has reason to suspect is under the
16 influence of alcohol will be removed immediately from the workplace and
17 will be tested and evaluated by authorized personnel selected by
18 Management, if reasonably available. The City will take further action
19 (i.e., further testing, referral to counseling, and/or disciplinary action)
20 based on medical information, work history, and other relevant factors.
21 The determination of appropriate action in each case rests solely with the
22 City.

23
24 G. Failure to pass an alcohol test will result in further testing or disciplinary
25 action, up to and including dismissal.

26
27 H. Efforts to tamper with, or refusal to submit to an alcohol test will subject
28 the employee to dismissal.

29
30 I. Employees arrested for an alcohol-related incident, as indicated on the
31 arrest report, shall notify, as soon as feasible, but in any event no later
32 than 24 hours after the arrest, the City management representative having
33 direct administrative responsibility for the arrested employee of the arrest
34 if the incident occurs:

- 35
36 1. During working hours, or
37
38 2. While operating a City vehicle, or
39
40 3. While operating a personal vehicle on City business.

41
42 Failure to comply with this subsection will result in disciplinary action up to
43 and including dismissal.

44
45 J. Violations of alcohol use prohibitions can subject an employee to
46 disciplinary action up to and including dismissal. Dismissal for a first

1 offense will be considered an appropriate penalty absent mitigating
2 circumstances.
3

4 VI. DRUG USE PROHIBITIONS

- 5
6 A. The use, sale, purchase, possession, manufacture, distribution, or
7 dispensation of nonprescription drugs or their metabolites on City property
8 or while at work (while on duty, during working hours, etc.) is a violation of
9 the City's Program and is just cause for immediate dismissal.
10
- 11 B. Reporting to work, or working, under the influence of nonprescription
12 drugs is a violation of the City's Program and is just cause for immediate
13 dismissal unless the violation is identified solely by the failure of a random
14 drug test as set forth in VI. C. below.
15
- 16 C. An employee who fails a random urine drug test, will be allowed a one-
17 time opportunity to participate in an Alcohol/Drug Rehabilitation Program
18 or the City of Gainesville Employee Assistance Program (EAP) or other
19 approved program as determined by the City, in lieu of being immediately
20 dismissed based upon such failure. However, allowing the Employee to
21 participate in such program in lieu of being dismissed is conditioned upon
22 the Employee's meeting the requirements set forth in paragraph X. D. of
23 this program. Furthermore, such an opportunity will not be available to an
24 employee who has previously participated in an Alcohol/Drug
25 Rehabilitation Program, the City's SAP/EAP, or other approved, similar
26 program, as an alternative to dismissal. Employees allowed the
27 rehabilitation opportunity described herein may still receive disciplinary
28 action short of dismissal in addition to required participation in the
29 rehabilitation program. Participation in a treatment program, be it entirely
30 voluntary or pursuant to this section, will not excuse additional violations
31 of this policy, work rule violations, improper conduct, or poor performance
32 and an employee may be disciplined or dismissed for such offenses or
33 failure to perform.
34
- 35 D. For purposes of this program, an employee is presumed to be under the
36 influence of drugs if a urine test or other authorized testing procedure
37 shows drug usage as set forth in the rules for the Agency for Health Care
38 Administration (Fla. Admin. Code R 59A-24)
39
- 40 E. Legal medication (over-the-counter) or prescription drugs may also affect
41 the safety of the employee, fellow employees or members of the public.
42 Therefore, any employee who is taking any over-the-counter medication
43 or prescription drug which might impair safety, performance, or any motor
44 functions shall advise his/her direct management representative of the
45 possible impairment before reporting to work under the influence of such

1 medication or drug. A failure to do so may result in disciplinary action. If
2 Management determines that the impairment does not pose a safety risk,
3 the employee will be permitted to work. Otherwise, management may
4 temporarily reassign the employee or place the employee in an
5 appropriate leave status during the period of impairment. Improper use of
6 "prescription drugs" is prohibited and may result in disciplinary action.
7 Improper use of prescription drugs includes, but is not limited to use of
8 multiple prescriptions of identical or interchangeable drugs, and/or
9 consumption of excessive quantities of an individual or therapeutically
10 interchangeable drugs, and/or inappropriately prolonged duration of
11 consumption of drugs, and/or consumption of prohibited drugs for other
12 than valid medical purposes. For the purpose of this Program,
13 consumption of any drug by the employee of more than the
14 manufacturer's maximum recommended daily dosage, or for a longer
15 period of time than recommended, or of any prohibited drug prescribed for
16 or intended for another individual, or for other than a valid medical
17 purpose shall be construed to constitute improper use. Excessive or
18 inappropriate prescribing by the prescriber or prescribers shall NOT
19 constitute a defense for the employee. Prescription medication shall be
20 kept in its original container if such medication is taken during working
21 hours or on City property.

- 22
- 23 F. Refusal to submit to or efforts to tamper with a drug test will subject the
- 24 employee to dismissal.
- 25
- 26 G. Except as provided herein, failure to pass a drug test will result in
- 27 disciplinary action, up to and including dismissal.
- 28
- 29 H. Violations of drug prohibitions can subject an employee to disciplinary
- 30 action up to and including dismissal. Dismissal for a first offense will be
- 31 considered an appropriate penalty absent mitigating circumstances.
- 32

33 **VII. TESTING**

34 **A. Testing of Applicants**

- 35
- 36 1. Prior to employment, applicants, whether for temporary or
- 37 permanent positions, will be tested for the presence of drugs.
- 38
- 39 2. Any job applicant who refuses to submit to drug testing, fails to
- 40 appear for testing, tampers with the test, or fails to pass the pre-
- 41 employment confirmatory drug test will not be hired, and unless
- 42 otherwise required by law, will be ineligible for hire for a period of at
- 43 least two years.
- 44

1 **B. Reasonable Suspicion Testing**

- 2
- 3 1. “Reasonable suspicion testing” means drug testing based on a
- 4 belief that an employee is using, or has used drugs in violation of
- 5 the City’s program, on the basis of specific, contemporaneous,
- 6 physical, behavioral or performance indicators of probable drug
- 7 use.

8

9 Two management representatives shall substantiate and concur in

10 the decision to test said employee, if feasible. Only one

11 management representative need witness the conduct. The

12 management representative(s) and witness(es) shall have received

13 training in the identification of actions, appearance, conduct or

14 odors which are indicative of the use of drugs or alcohol. If a

15 management representative believes reasonable suspicion exists,

16 the management representative shall report his or her findings and

17 observations to the next higher management representative having

18 administrative responsibility for the affected employee. Upon

19 approval by the next higher management representative, the

20 employee will be asked to immediately submit to a drug test(s) and

21 sign a form acknowledging his or her consent. When chemical

22 breath testing for alcohol is used, the test may be conducted

23 immediately at the work site or later at the collection site. Factors

24 which substantiate cause to test for breath or urine shall be

25 documented by the management representative on the Substance

26 Abuse Investigation Report Form which must be completed as

27 soon as practicable, but no later than twenty-four (24) hours after

28 the employee has been tested for drugs. A copy of this report will

29 be given to the employee upon request.

- 30
- 31 2. Each supervisor shall be responsible to determine if reasonable
- 32 suspicion exists to warrant drug testing and required to document
- 33 in writing the specific facts, symptoms, or observations which form
- 34 the basis for such reasonable suspicion. The documentation shall
- 35 be forwarded to the Fire Chief or designee to authorize the drug
- 36 test of an employee.

37

38 The Fire Chief or designee shall require an employee to undergo

39 drug testing if there is reasonable suspicion that the employee is in

40 violation of the City of Gainesville/IAFF Drug-Free Workplace

41 Program. Circumstances which constitute a basis for determining

42 “reasonable suspicion” may include but are not limited to:

- 43
- 44 a. A Pattern of Abnormal or Erratic Behavior - This includes but
- 45 is not limited to a single, unexplainable incident of serious
- 46 abnormal behavior or a pattern of behavior which is radically

1 different from what is normally displayed by the employee or
2 grossly differing from acceptable behavior in the workplace.

- 3
4 b. Information Provided by a Reliable and Credible Source -
5 The first line supervisor or another supervisor/manager
6 receives information from a reliable and credible source as
7 determined by the Fire Chief that an employee is violating
8 the City of Gainesville/IAFF Drug-Free Workplace Program.
9
10 c. Direct Observation of Drug Use - The first line or another
11 supervisor/manager directly observes an employee using
12 drugs while the employee is on duty. Under these
13 circumstances, a request for drug testing is MANDATORY.
14
15 d. Presence of the Physical Symptoms of Drug Use - The
16 supervisor observes physical symptoms that could include
17 but are not limited to glassy or bloodshot eyes, slurred
18 speech, poor motor coordination, or slow or poor reflex
19 responses different from what is usually displayed by the
20 employee or what is generally associated with common
21 ailments such as colds, sinus, hay fever, diabetes, etc.
22

23 The following will be deemed reasonable suspicion and may
24 provide a sufficient basis for requesting a drug test at the direction
25 of the Fire Chief or designee:
26

- 27 e. Violent or Threatening Behavior - First Incident: If an
28 employee engages in unprovoked, unexplained, aggressive,
29 violent and/or threatening behavior against a fellow
30 employee or a citizen, the Department may request that the
31 employee submit to drug testing.
32
33 f. Violent or Threatening Behavior - Subsequent Incident:
34 Whether or not an employee has previously received formal
35 counseling or disciplinary action for unprovoked,
36 unexplained, aggressive, violent and or threatening behavior
37 against a fellow employee or a citizen, upon a second or
38 subsequent episode of similar behavior/conduct (within
39 twelve months), the Department shall request that the
40 employee undergo drug testing.
41
42 g. Absenteeism and/or Tardiness: If an employee has
43 previously received a suspension action for absenteeism
44 and/or tardiness, a continued poor record (within twelve
45 months) that warrants a second or subsequent suspension
46 action may result in a request for a drug test.

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

- i. Performance Related Accidents: Each employee whose performance either contributed to the accident or whose performance cannot be discounted as a contributing factor to the accident shall be drug tested for drugs. If there is the odor or evidence of alcohol, the employee shall also be tested for alcohol. The management representative having administrative responsibility for the employee involved in the accident shall ensure that a drug test is performed as soon as possible after the accident but no later than 32 hours after the accident. Post-accident testing may involve breath and urine. If testing is not initiated within 32 hours after the accident, testing will not be done and the management representative will document the reason for the delay.

Should evidence of alcohol be present, i.e., an odor of alcohol, open containers, or a statement from witness confirming alcohol consumption, the management representative must ensure testing is completed as soon as emergency medical care has been provided. If alcohol testing is not initiated within 8 hours after the accident, alcohol testing will not be done and the management representative must document the reason for the delay.

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

- (1) City employee operating a vehicle while on city business (either a city-owned or personal vehicle) and involved in an accident that results in a citation for a moving violation.

- (2) Any accident involving property damage (city or private) estimated to be greater than \$2,500, if the employee cannot be absolved of all blame.

- (3) Any accident involving death.

- (4) Any accident involving injury requiring treatment at an off-site (away from the scene of the accident) medical facility other than Employee Health Services, if the employee cannot be absolved of all blame. If the injury is of such character as would have been treated at Employee Health Services, but for the unavailability of Employee Health Services, Management may waive

1 this requirement. "Unavailability" means occurring at a
2 time other than the hours of operation of Employee
3 Health Services or at such distance from Employee
4 Health Services as to render their use impractical.
5

6 **C. Random Testing**
7

- 8 1. Random drug testing will be performed utilizing urine.
9
- 10 2. All employees in the classification of Fire Driver-Operator will be
11 required to submit to drug testing on a random basis.
12
- 13 3. For purposes of selection for testing, employees shall be identified
14 only by Social Security Numbers and the selection of employees
15 will be conducted through the use of a random number generator
16 or other neutral selection process.
17
- 18 4. Upon notification by management representatives that a drug test
19 is required, the employee will immediately report to the test site as
20 designated by management, but in no event, later than 24 hours
21 after notification, and provide a specimen of his/her urine. If
22 chemical breath testing, for alcohol testing is used, the test may be
23 conducted immediately at the work site or later at the collection
24 site.
25
- 26 5. Random testing shall be at an annual rate of between twenty-five
27 percent (25%) and fifty percent (50%) of the average number of
28 positions for which testing is required. During the first 12 months of
29 this program, random drug testing: (1) will be spread reasonably
30 throughout the year; and (2) the total number of tests will be equal
31 to at least 25 percent (25%) of the employees subject to testing.
32

33 **D. Return to Duty Testing**
34

35 An Employee who does not pass a breath or urine drug test may not
36 return to work until meeting at least the following requirements:
37

- 38 1. The employee must pass a drug test administered under this
39 program.
40
- 41 2. The Substance Abuse Professional (SAP) must approve the
42 employee for return to work.
43
- 44 3. The employee must agree to participate in and successfully
45 complete any alcohol or drug evaluation, counseling or

1 rehabilitation program required by the City/Substance Abuse
2 Professional.

- 3
4 4. The employee must agree to submit to periodic, unannounced drug
5 tests for a period of up to 60 months, as designated by the SAP.
6

7 **E. Position Change Testing**
8

9 Employees moving to the classification of Fire Driver-Operator, as a result
10 of a formal personnel action, shall be required to successfully pass a urine
11 drug test within 48 hours of receiving notification that they have been
12 selected to fill the Fire Driver-Operator position.
13

14 **F. Follow-up Testing**
15

16 If an employee, in the course of employment, enters an employee
17 assistance program for drug related problems or a drug rehabilitation
18 program, the employee must submit to a drug test as a follow-up to such
19 program unless such requirement is waived by the City in those cases
20 where the employee voluntarily entered the program. Entrance to a
21 program as a condition of continued employment or when the employee is
22 otherwise faced with the prospect of immediate disciplinary action based
23 upon problems associated with substance abuse shall not be considered
24 voluntary. If follow-up testing is required, it shall be conducted at least
25 once a year for a two-year period after completion of the program.
26 Advance notice of such follow-up testing must not be given to the
27 employee to be tested. Testing undertaken after referral to the SAP as a
28 result of a first violation of the City's Drug Free Workplace Program,
29 Article X, shall satisfy the requirements for follow-up testing.
30

31 **G. Routine Fitness for Duty**
32

33 An employee shall submit to a drug test if the test is conducted as part of
34 a routinely scheduled employee fitness-for-duty medical examination that
35 is required for all members of an employment classification or group.
36

37 **H. Refusal to Test**
38

39 Employees who refuse to submit to a breath or urine test administered in
40 accordance with this program forfeit their eligibility for all workers'
41 compensation medical and indemnity benefits and will be subject to
42 dismissal. Employees who refuse to submit to a chemical breath test or
43 other mechanism determined by management to be reliable will be
44 subject to dismissal.
45

1 **VIII. TESTING PROCEDURE**

2 **A. Tested Substances**

3
4 The City may test for any or all of the following drugs:

5
6 Alcohol

7 Amphetamines (Binhetamine, Desoxyn, Dexedrine)

8 Cannabinoids (i.e., marijuana, hashish)

9 Cocaine

10 Phencyclidine (PCP)

11 Methaqualone (Quaalude, Parest, Sopor)

12 Opiates

13 Barbiturates (Phenobarbital, Tuinal, Amytal)

14 Benzodiazophines (Ativan, Azene, Clonopin, Dalmane, Diazepam,
15 Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron,
16 Xanax)

17 Methadone (Dolophine, Methadose)

18 Propoxyphene (Darvocet, Darvon N, Dolene)

19
20 **B. Designated Laboratory**

21
22 Because of the potential adverse consequences of positive test results on
23 employees, the City will employ a very accurate testing program.
24 Specimen samples will be analyzed by a highly qualified, independent
25 laboratory which has been selected by the City and certified by the
26 appropriate regulatory agency. The name and address of the certified
27 laboratory currently used by the City is on file with Employee Health
28 Services.
29

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

31
32 Applicants and employees will be given an opportunity prior to and after
33 testing to, on a confidential basis, provide any information they consider
34 relevant to the test including listing all drugs they have taken within the
35 immediately preceding 30-day period, including prescribed drugs and to
36 explain the circumstances of the use of those drugs in writing or other
37 relevant medical information. This information will be furnished to the
38 Medical Review Officer (MRO) in the event of a positive confirmed result.
39

40 **D. Testing of Injured Employees**

41
42 An employee injured at work and required to be tested will be taken to a
43 medical facility for immediate treatment of injury. If the injured employee
44 is not at a designated collection site, the employee will be transported to
45 one as soon as it is medically feasible and specimens will be obtained. If
46 it is not medically feasible to move the injured employee, specimens will

1 be obtained at the treating facility under the procedures set forth in this
2 program and transported to an approved testing laboratory. No specimen
3 will be taken prior to the administration of emergency medical care. An
4 injured employee must authorize release to the City the result of any tests
5 conducted for the purpose of showing the presence of alcohol or drugs.
6

7 **E. Body Specimens**

8
9 Urine will be used for the initial test for all drugs except alcohol and for the
10 confirmation of all drugs except alcohol. Breath will be used for the initial
11 and confirmation tests for alcohol. Sufficient volume of specimens shall
12 be obtained so as to provide for the necessary number of samples as may
13 be required, depending upon the number of required procedures.
14 Chemical breath testing methods will be utilized in connection with
15 justifying further alcohol tests in instances involving reasonable suspicion
16 testing under this program. In the case of injured employees, the
17 physician will have the discretion to determine to not require a breath
18 sample if such would threaten the health of the injured employee or if the
19 employee has a medical condition unrelated to the accident which may
20 preclude the employee from providing sufficient breath for a testing
21 specimen. Under these circumstances, no inference or presumption of
22 intoxication or impairment will be made for the purposes of § 440.101-
23 .102, but discipline for violation of the Program may be taken based upon
24 observable conduct or conditions and/or the result of other tests, if any.
25

26 **F. Cost of Testing**

27
28 The City will pay the cost of initial and confirmation drug tests, which it
29 requires of employees and job applicants. An employee or job applicant
30 will pay the cost of any additional drug tests not required by the City. In
31 the event that the City requires the employee's presence at the collection
32 site outside normal working hours as part of the testing process and the
33 employee passes the drug/alcohol test, such required time outside after
34 normal working hours shall be considered actual time worked for the
35 purpose of Section 41.4 of the IAFF Labor Agreement, if applicable.
36

37 **G. Collection Site, Work Site**

- 38
39 1. The City will utilize a collection site designated by an approved
40 laboratory which has all necessary personnel, materials,
41 equipment, facilities, and supervision to provide for the collections,
42 security, chain of custody procedures, temporary storage and
43 shipping or transportation of urine specimens to an approved drug
44 testing laboratory. The City may also utilize a medical facility as a
45 collection site that meets the applicable requirements.
46

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 or a 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 alcohol technician as defined in 49 CFR Part 40.

I. Testing Laboratory

1. The laboratory used to analyze initial or confirmation breath or urine 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, R59A-24) which shall be followed by laboratories and employers for testing procedures required under § 440.101-.102, Fla. Stat.
2. All laboratory security, chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration and reporting of results will be in accordance with applicable state or federal laws and rules established by HCA or the U.S. Department of Transportation; to the extent the above information is readily reproducible by the lab and not confidential, such will be forwarded to the appropriate

certified bargaining unit representative upon his/her request and payment for reproduction cost.

3. The laboratory or Medical Review Officer will provide assistance to the employee or job applicant for the purpose of interpreting any positive confirmed test results.

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

Initial tests will use an immunoassay except that the test for alcohol will be chemical breath testing as described in 49 CFR, Part 40¹. The following cutoff levels will be used when screening specimens to determine whether they are positive or negative for these drugs or metabolites. All levels equal to or exceeding the following will be reported as positive:

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

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

All breath and urine specimens identified as positive on the initial test will be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the HCA, except that alcohol will be confirmed using gas chromatography. All confirmation will be done by quantitative analysis. Concentrations, which exceed the linear region of the standard curve, will be documented in the laboratory and recorded as "greater than highest standard curve value". The following confirmation cutoff levels² will be used when analyzing specimens to determine whether they are positive or negative for these drug metabolites. All levels equal to or exceeding the following will be reported as positive:

Alcohol concentration	0.04 %
Amphetamines	500ng/ml

¹ These results are reported only to the appropriate manager who then determines if further testing under this program is warranted.

² Cutoff levels used are the same as those found in Florida Administrative Code R 59A-24.

1	Cannabinoids	15ng/ml
2	Cocaine	150ng/ml
3	Phencyclidine	25ng/ml
4	Methaqualone	150ng/ml
5	Opiates	300ng/ml
6	Barbiturates	150ng/ml
7	Benzodiazepines	150ng/ml
8	Synthetic Narcotics:	
9	Methadone	150ng/ml
10	Propoxyphene	150ng/ml
11		

12 **IX. TEST RESULTS (Blood and Urine)**

13 **A. Reporting Results.**

- 14
- 15 1. The laboratory shall disclose to the Medical Review Officer (MRO)
- 16 a written positive confirmed test result report within seven (7)
- 17 working days after receipt of the sample. The laboratory should
- 18 report all test results (both positive and negative) to the MRO within
- 19 seven (7) working days after receipt of the specimen at the
- 20 laboratory. The name and address of the current MRO is on file
- 21 with Employee Health Services. The MRO is employed by the City
- 22 and is not an employee of the drug-testing laboratory.
- 23
- 24 2. The laboratory will report as negative all specimens which are
- 25 negative on the initial test or negative on the confirmation test.
- 26 Only specimens confirmed positive on the confirmation test will be
- 27 reported positive for a specific drug.
- 28
- 29 3. The laboratory will transmit results in a timely manner designed to
- 30 ensure confidentiality of the information. The laboratory and MRO
- 31 will ensure the security of the data transmission and restrict access
- 32 to any data transmission, storage and retrieval system.
- 33
- 34 4. As provided in Fla. Admin. Code R 59-24, the MRO will verify that
- 35 positive and negative test results were properly analyzed and
- 36 handled according to HCA rules. The MRO may require a re-test.
- 37 The MRO will have knowledge of substance abuse disorders and
- 38 shall also be knowledgeable in the medical use of prescription
- 39 drugs and in the pharmacology and toxicology of illicit drugs. The
- 40 MRO shall evaluate the drug test result(s) reported by the lab,
- 41 verifying by checking the chain of custody form that the specimen
- 42 was collected, transported and analyzed under proper procedures
- 43 and, determine if any alternative medical explanations caused a
- 44 positive test result. This determination by the MRO may include
- 45 conducting a medical interview with the tested individual, review of

1 the individual(s) medical history or the review of any other relevant
2 bio-medical factors. The MRO shall also review all medical records
3 made available by the tested individual. The MRO may request the
4 laboratory to provide quantification of test results.
5

6 5. Within seven (7) days of receipt of the test results, the MRO will (1)
7 notify the Employee Health Services of negative results, or (2)
8 contact the employee or job applicant regarding a confirmed
9 positive test result and make such inquire as to enable the MRO to
10 determine whether prescription or over-the-counter medication
11 could have caused the positive test results. In this later case, the
12 MRO will follow the procedure set forth in either the HCA or D.O.T.
13 rules for providing the employee or job applicant the opportunity to
14 present relevant information regarding the test results. After
15 following the appropriate procedures, the MRO will notify the City in
16 writing of any verified test results. If the MRO after making and
17 documenting all reasonable efforts is unable to contact the
18 employee or job applicant to discuss positive test results, the MRO
19 will contact a designated management official to arrange for the
20 employee or applicant to contact the MRO. The MRO may verify a
21 positive test without having communicated to the employee or
22 applicant about the results of the test, if (1) the employee or
23 applicant declines the opportunity, or (2) within two days after
24 contacting the designated management official the employee or
25 applicant has not contacted the MRO. Further, employees or
26 applicants must cooperate fully with the MRO. Failure to meet with
27 the MRO upon his or her request or failure to promptly provide
28 requested information will result in an applicant not being hired and
29 an employee immediately being placed upon suspension without
30 pay and may result in discharge.
31

32 6. Within five (5) calendar days after the City receives a confirmed
33 positive test result from the MRO, the City will notify the employee
34 or job applicant in writing of such test results, the consequences of
35 such results, and the options available to the employee or job
36 applicant, including the right to file an administrative or legal
37 challenge. Notification shall be mailed certified or hand delivered.
38 Hand delivery is the preferred method of providing notice to
39 employees. Mailed notification shall be deemed received by the
40 employee or applicant when signed for, or seven (7) calendar days
41 after mailing, whichever occurs first.
42

43 7. The Employee Health Services will, upon request, provide to the
44 employee or job applicant a copy of the test results (positive or
45 negative).
46

1 8. Unless otherwise instructed by the City in writing, all written records
2 pertaining to a given specimen will be retained by the drug testing
3 laboratory for a minimum of two (2) years. The drug testing
4 laboratory shall retain (in properly secured refrigerated or frozen
5 storage) for a minimum period of 210 days, all confirmed positive
6 specimens. Within this 210-day period the City, employee, job
7 applicant, MRO or HCA may request in writing that the laboratory
8 retain the specimen for an additional period of time. If no such
9 request, or notice of challenge is received (see paragraph IX(B)(3)
10 below), the laboratory may discard the specimen after 210 days of
11 storage.
12

13 **B. Challenges to Test Results**
14

15 1. Within five (5) working days (Monday thru Friday, 0800 – 1700,
16 except observed/designated holidays) after receiving notice of a
17 positive, confirmed and verified test result from the City, the
18 employee or job applicant may submit information to the City
19 explaining or contesting the test results and why the results do not
20 constitute a violation of this program. The employee or job
21 applicant will be notified in writing if the explanation or challenge is
22 unsatisfactory to the City. This written explanation will be given to
23 the employee or job applicant within fifteen (15) days of receipt of
24 the explanation or challenge, and will include why the employee's
25 or job applicant's explanation is unsatisfactory, along with the
26 report of positive results. All such documentation will be kept
27 confidential and will be retained for at least one (1) year.
28

29 2. Employees may challenge employment decisions made pursuant
30 to this program as may be authorized by the City personnel policy
31 or IAFF collective bargaining agreement.
32

33 3. When an employee or job applicant undertakes an administrative
34 or legal challenge to the test results, it shall be the employee's or
35 job applicant's responsibility to notify the City through its Human
36 Resources Director and the laboratory, in writing, or such challenge
37 and such notice shall include reference to the chain of custody
38 specimen identification number. After such notification, the sample
39 shall be retained by the laboratory until final disposition of the case
40 or administrative appeal.
41

42 4. There shall be written procedures for the action to be taken when
43 systems are out of acceptable limits or errors are detected in
44 accordance with 49 CFR, Part 40.
45

1 **C. Employee/Applicant Protection**

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

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

- 37
- 38 A. The City regards its employees as its most important asset. Accordingly,
- 39 the City maintains an EAP which provides help to employees who suffer
- 40 from alcohol or drug abuse and other personal or emotional problems.
- 41 Employees with such problems should seek confidential assistance from
- 42 the EAP or other community resources before drug or alcohol problems
- 43 lead to disciplinary action. Employees may contact Employee Health
- 44 Services for the name of the City's EAP.
- 45

- 1 B. Information about a self-referred employee's contact with the EAP is
2 confidential and will not be disseminated without the employee's
3 permission. Further, an employee is not subject to discipline solely as a
4 result of a self referral for treatment.
5
6 C. However, use of the EAP or other community resources will not shield the
7 employee from appropriate disciplinary action for violations of the
8 City/IAFF Drug-Free Workplace Program if such violations come to the
9 City's attention through other means, including, but not limited to, reports
10 from employees or outsiders, direct observation, or drug testing.
11
12 D. Employees referred to the EAP as a result of a first violation of the
13 City/IAFF Drug-Free Workplace Program may, at the City's discretion, be
14 allowed to continue their employment with the City provided:
15
16 1. They contact the EAP and strictly adhere to all the terms of
17 treatment and counseling;
18
19 2. Immediately cease any and all abuse/use of alcohol/drugs; and
20
21 3. Consent in writing to periodic unannounced testing for a period of
22 up to 60 months after returning to work or completion of any
23 rehabilitation program, whichever is later.
24
25 4. Pass all drug test(s) administered under this program.
26
27 5. The employee executes and abides by an agreement describing
28 the required conditions.
29
30 E. Participation in any evaluation, treatment, or counseling program will be at
31 the employee's expense unless participation in the particular program is
32 required by the City, or unless the employee is entitled to such benefits
33 under the terms of the City's group health plan or by other available
34 benefits.
35

36 **XI. INVESTIGATION**

- 37
38 A. To ensure that illegal drugs and alcohol do not enter or affect the
39 workplace, the City reserves the right to undertake reasonable searches
40 of all vehicles, containers, lockers, or other items on City property in
41 furtherance of this program. Individuals may be requested to display
42 personal property for visual inspection.
43
44 B. Searches for the purpose described herein will be conducted only where
45 the City has reasonable suspicion that the employee has violated the

1 City/IAFF Drug-Free Workplace Program, and that evidence of such
2 misconduct may be found during the search.

- 3
- 4 C. Preventing a premises/vehicle search or refusing to display personal
5 property for visual inspection will be grounds for dismissal and/or denial of
6 access to City premises.
- 7
- 8 D. Searches of an employee's personal property will take place only in the
9 employee's presence. All searches under this program will occur with the
10 utmost discretion and consideration for the employee involved.
- 11
- 12 E. Individuals may be required to empty their pockets, but under no
13 circumstances will an employee be required to remove articles of clothing
14 or be physically searched except by law enforcement personnel having
15 lawful authority to do so.
- 16
- 17 F. Because the City's primary concern is for the safety of its employees, the
18 public and their working environment, the City will not normally seek
19 prosecution in matters involving mere possession of illegal substances
20 discovered solely as a result of search under this section. However, the
21 City will turn over all confiscated drugs and drug paraphernalia to the
22 proper law enforcement authorities. Further, the City reserves the right to
23 cooperate with or enlist the services of proper law enforcement authorities
24 in the course of any investigation.
- 25

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

- 27
- 28 A. As a condition of employment, each employee obligates himself or herself
29 to notify his or her appropriate management representative of the arrest
30 for any alleged violation of or conviction under any criminal drug statute,
31 including but not limited to, offenses described in Section 316.193,
32 Chapter 859 and Chapter 893, Fla. Stat. (1991). Except for the more
33 immediate notice required under Article (V)(I) of this program, the
34 employee shall give the required notice within 48 hours of such event.
35 Failure to notify will result in dismissal.
- 36
- 37 B. Arrests:
- 38
- 39 If an employee is arrested on a charge of commission of a drug-related
40 crime, the City will perform a preliminary investigation of all of the facts
41 and circumstances surrounding the alleged offense, and City officials may
42 utilize the drug-testing procedures in accordance with this program. In
43 most cases, the arrest for a drug-related crime, except off-duty alcohol
44 use, will constitute reasonable suspicion of drug use under this program.
45 However, information on drug test results shall not be released or used in

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

5
6 During the preliminary investigation, an employee may be placed on leave
7 with pay, if applicable, or removed from safety sensitive or “special risk”
8 assignments/positions. After the preliminary investigation is completed,
9 but in no event later than 15 days after the employee’s department head
10 learns of the arrest, normal personnel procedures shall be implemented.
11

12 **XIII. CONFIDENTIALITY**

- 13
14 1. All information, interviews, reports, statements, memoranda and drug test
15 results, written or otherwise, received by the City as a part of this drug testing
16 program are confidential communications. Unless required by state or federal
17 laws, rules or regulations, the City will not release such information without a
18 written consent form signed voluntarily by the person tested, except when
19 consulting with legal counsel in connection with action brought under or related
20 to § 440.101-.102, or when the information is relevant to the City’s defense in a
21 civil or administrative matter.

22 The provisions of §119.07 to the contrary notwithstanding:

- 23
24
25 A. All information, interviews, reports, statements, memoranda, and drug test
26 results, written or otherwise received or produced as a result of a drug
27 testing program are confidential communications and may not be used or
28 received in evidence, obtained in discovery, or disclosed in any public or
29 private proceedings, except in accordance with this section or in
30 determining compensability under Chapter 440 Florida Statutes.
31
32 B. Employers, laboratories, employees assistance programs, drug and alcohol
33 rehabilitation programs, and their agents who receive or have access to
34 information concerning drug test results shall keep all information
35 confidential. Release of such information under an other circumstances
36 shall be solely pursuant to written consent form signed voluntarily by the
37 person tested, unless such release is compelled by a hearing officer or a
38 court of competent jurisdiction pursuant to an appeal taken under this
39 section, or unless deemed appropriate by a professional or occupational
40 licensing board in a related disciplinary proceeding. The consent form must
41 contain, at a minimum:
42
43 1. The name of the person who is authorized to obtain the information.
44
45 2. The purpose of the disclosure.

- 3. The precise information to be disclosed.
- 4. The duration of the consent.
- 5. The signature of the person authorizing release of the information.

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

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

XIV. RECORDS AND TRAINING

A. Resource File

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

B. Individual Test Results

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

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4. The City shall keep all negative test results for two (2) years.

C. General Records of the City

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

D. Drug Training Program

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

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