

AGREEMENT BETWEEN THE
CITY OF GAINESVILLE

AND

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

OCTOBER 1, 2024 – SEPTEMBER 30, 2027

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PREAMBLE 1

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PREAMBLE

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THIS AGREEMENT is entered into by the City of Gainesville, hereinafter referred to as the "Employer" or "City", and the Professional Fire Fighters of Gainesville, Local 2157, IAFF, hereinafter referred to as the "Union." This Agreement has as its purpose the promotion and continued harmonious relationships between the City and the Union.

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.

Either party may reopen this paragraph one time during the term of this Agreement.

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ARTICLE 2
DURATION

- 2.1 This Agreement and its appendages constitute the complete Agreement between the parties.
- 2.2 Upon ratification by the Union and the City Commission, this Agreement shall remain in effect until September 30, 2027.
- 2.3 This Agreement shall be automatically renewed from year-to-year after September 30, 2027, unless either party notifies the other, in writing, prior to February 5th of the expiration year that it desires to modify this Agreement. Such notification shall include the titles and sections of the articles the parties wish to re-negotiate. Party receiving notification shall respond in kind within fifteen (15) calendar days.
- 2.4 This Agreement shall remain in full force and effect during the period of negotiations for a modification of this Agreement.

ARTICLE 3
UNION SECURITY AND CHECK OFF

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

1 4.3 The use of masculine or feminine gender in this Agreement shall be construed
2 as including both genders.

3 **ARTICLE 5**

4 **LIABILITY**

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

11
12 **ARTICLE 6**

13 **CONTRACT SAVING CLAUSE**

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

18 6.2 Both parties shall meet to re-negotiate said provisions within thirty (30)
19 calendar days.

20
21 **ARTICLE 7**

22 **TRANSFER OF DEPARTMENT AGREEMENT**

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

27
28 **ARTICLE 8**

29 **MANAGEMENT RIGHTS**

30 8.1 It is the right of the Public Employer to determine unilaterally the purposes of
31 each of its constituent agencies, set standards of services to be offered to the

1 public, and exercise control and discretion over its organization and
2 operations.

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

21 8.3 If, in the sole discretion of the City Commission, it is determined that civil
22 emergency conditions exist, including but not limited to, riots, civil disorders,
23 hurricane conditions or similar catastrophes, the provisions of this Agreement
24 may be suspended by the City Manager during the time of the declared
25 emergency, or when an emergency is imminent, provided that wage rates and
26 monetary fringe benefits shall not be suspended. Should an emergency arise,
27 the Union President shall be advised as soon as possible of the nature of the
28 emergency. Either party may reopen this paragraph one time during the term
29 of this Agreement.

30 8.4 The City Gainesville and IAFF Local 2157 mutually agree to implement “The
31 Safer Staffing Model” prior to September 30th, 2024. The “Safer Staffing

1 Model” is more commonly referred to as either a 4 platoon or 24/72 staffing
2 model. Upon mutual agreement of sufficient staffing to establish the 24/72
3 staffing model it will be completely implemented. A minimum of fourteen (14)
4 days’ notice shall be given to all employees. Upon Implementation of the Safer
5 Staffing Model Articles 32, 33, 34, 35, 38.14 40.9, and 41 shall be replaced
6 with the language shown in Amendment III.

7
8 **ARTICLE 9**

9 **PROHIBITION OF STRIKES**

10 9.1 During the term of this Agreement, neither the Union nor its agents or any
11 employee, for any reason, will authorize, institute, aid, condone, or engage in a
12 slowdown, work stoppage, strike, or any other interference with the work and
13 statutory functions or obligations of the Employer. During the term of this
14 Agreement, the Employer agrees not to lock out any employees covered by
15 this Agreement.

16 9.2 The Union agrees to notify all Local officers and representatives of their
17 affirmative obligation and responsibility for maintaining compliance with this
18 Article, including their responsibility to remain at work during any interruption
19 which may be caused or initiated by others, and to encourage employees
20 violating Section 9.1 to return to work, and to firmly undertake all reasonable
21 means to end such.

22
23 **ARTICLE 10**

24 **JOB REQUIREMENTS**

25 10.1 Employees hired by the City and bargaining unit members must obtain and
26 maintain State of Florida certifications as Firefighter and EMT or Paramedic.
27 Employees must meet all other requirements set forth in the job description.

28 10.2 Employees will be provided the opportunity on the City’s time and at the City’s
29 expense to maintain the job requirements in 10.1. The City will make good

1 faith efforts to provide on-shift training during ten (10) shifts for training
2 necessary to meet 10.1. Scheduled Training Activities for certification
3 maintenance shall not preclude the use of trade time. It is the responsibility of
4 the individual to complete training missed due to the use of leave hours.
5 Make-up opportunities provided by the department are not subject to
6 compensation unless the absence is due to an FMLA qualified event or if the
7 department fails to offer the training 10 times on shift as stated above. In
8 those instances, members that missed required training shall be allowed to
9 make up the training on duty at the earliest opportunity and shall receive
10 compensation. Failure to maintain required certifications may affect an
11 individual's employment status.

12
13
14 10.3 Should an employee holding a Paramedic certification decide to relinquish
15 his/her certification or, if through action of the Medical Director or the State of
16 Florida an employee loses the ability to practice as a Paramedic for the
17 Gainesville Fire Rescue Department, the employee may be required to
18 activate his/her EMT certification. The employee will bear the cost of
19 activating the EMT certification so the employee can continue to meet job
20 requirements as set forth in Article 10.1.

21 10.4 Should the State not recognize the Paramedic certification as being inclusive
22 of and redundant to the EMT certification, the Department will bear the cost
23 of activating the employee's EMT certification.

24 10.5 Employees who maintain State of Florida certification as a Municipal Fire
25 Inspector will be granted up to three (3) shifts to attend the Florida Bureau of
26 Fire Standards and Training to meet the Municipal Fire Inspector
27 recertification. The Department will bear all the cost associated with
28 recertification. The employee will be responsible for tracking recertification
29 requirements and for arranging classes as required.
30

1 **ARTICLE 11**

2 **VACANT**

3
4 **ARTICLE 12**

5 **RULES AND REGULATIONS**

6 12.1 Rules and Regulations in effect at the time of ratification shall be the basis of
7 proposed changes and additions to Department Rules and Regulations. Such
8 proposed changes and additions in Rules and Regulations shall be forwarded
9 to the Union for review and discussion.

10
11 **ARTICLE 13**

12 **OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITY**

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

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

23 13.2 Prior to receiving the Fire Chief's approval, the employee must agree to two
24 additional provisions:

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

30 13.3 Final approval is subject to the review and approval of the Human Resources
31 Director. The request for outside employment or business activity must be re-

1 submitted whenever an employee changes said outside employment or
2 business activity.

3
4 **ARTICLE 14**

5 **TOBACCO USE PROHIBITION**

6 14.1 The Surgeon General of the United States has determined that tobacco
7 products, particularly cigarettes, contribute to the development of a number of
8 heart and lung diseases.

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

12 Due to the documented effects of tobacco use and the special hazards and
13 exposures associated with the occupation of firefighting, the City and Union
14 agreed to the following:

- 15 1. The City of Gainesville will hire as firefighters only individuals who do
16 not use tobacco products.
- 17 2. Although employees have the right to grieve disciplinary actions after
18 their initial probationary periods have been completed, the Union
19 agrees that the policy itself will not be grieved.
- 20 3. The City agrees to provide courses to stop smoking for those
21 employees wishing to quit smoking.

22 14.2 The IAFF/IAFC Fitness Initiative Recommendations on Tobacco will
23 supersede Article 14.1 if adopted and maintained elsewhere in this Agreement
24

25 **ARTICLE 15**

26 **LABOR MANAGEMENT BOARD**

27 15.1 A Labor/Management team consisting of the Fire Chief, Union President and
28 Secretary-Treasurer shall meet at mutually agreeable times to discuss matters
29 pertaining to, but not limited to, Fire Department needs, objectives, problems
30 and productivity. A member of Human Resources may also attend team
31 meetings as needed or as requested by the Labor Management Team.

1
2 **ARTICLE 16**

3 **DISCHARGE AND DISCIPLINE**

4 16.1 Employer reserves the right to discipline or discharge any employee for just
5 cause. It is understood by the parties that employees are subject to all
6 applicable rules and regulations of the City and the Fire Department.
7 Employer agrees that disciplinary action shall be in a timely fashion and the
8 employee shall be notified of the potential of such disciplinary action within
9 fourteen (14) calendar days of the employer (Fire Chief, Deputy Fire Chief or
10 Assistant Fire Chief) becoming aware of the event giving rise to the discipline.
11 Such disciplinary action shall be dropped if, after sixty (60) calendar days of
12 employer (Fire Chief, Deputy Fire Chief or Assistant Fire Chief) becoming
13 aware of event, no action has been taken, except in cases where unlawful
14 conduct is involved. Both the fourteen- and sixty-day periods will be extended
15 for the same time period an employee under investigation or an employee
16 witness is absent from duty, i.e., an employee is off for one (1) day during the
17 14- or 60-day periods the time frame is considered a four-day extension. The
18 Union President may mutually agree with the Fire Chief to an extension of
19 these time periods in the event of unforeseen or extenuating circumstances.

20 16.2 Any official written reprimand shall be furnished to the employee outlining the
21 reason for the reprimand. The employee will be requested to sign the
22 statement; however, signature does not necessarily imply agreement. If the
23 employee refuses to sign, this refusal shall be noted and placed in the
24 employee's personnel file. Whenever possible, the City will make every effort
25 to reprimand an employee in a private manner so as to avoid embarrassing
26 the employee.

27 16.3 Disciplinary actions involving discharge, demotion and suspension with loss of
28 pay are subject to the grievance provisions of this Agreement. All Employee
29 Notices are subject to the grievance provisions of this Agreement.
30 Verbal and written warnings are not subject to the grievance provisions of this
31 Agreement, provided they are not placed in personnel files. Such warnings

1 are not to be considered a "first offense" under City Personnel Policies and
2 Procedures. Written and verbal warnings may not be used as evidence of a
3 current violation, but may be used to determine the level of disciplinary action
4 after the current violation has been substantiated.

5 16.4 Any discharged employee who has completed his/her probationary period
6 shall have the right to appeal said discharge directly to the fourth step of the
7 grievance procedure provided such appeal is made within seven (7) calendar
8 days from the effective date of such action.

9 16.5 The discharge or layoff of probationary employees on initial hire or rehire shall
10 not be subject to the grievance procedure of this Agreement.

11 16.6 When discipline is imposed that results in a suspension without pay, an
12 employee may elect to forfeit accrued annual leave (vacation) in lieu of serving
13 the suspension without pay. This election must be requested and approved by
14 the Fire Chief or Designee prior to serving the suspension. If approved, the
15 employee shall report to work on the mutually agreed upon suspension day,
16 and the employee will forfeit vacation on an hour for hour basis. (Ex: 8 hour
17 suspension equals 8 hours of vacation leave forfeited). Employees serving
18 their initial probationary period shall not be eligible for this option. The
19 documentation of the discipline and suspension will be a part of the
20 employee's work record and remain in their personnel file.

21 16.7 An employee, upon request, shall be entitled to Union representation at
22 disciplinary interviews or conferences, in accordance with law.

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

1 16.9 All investigations of Fire Department personnel shall adhere to the Firefighter
2 Bill of Rights. However, both parties recognize that the Bill of Rights provides
3 that the court of local jurisdiction is the complainant's relief in the event the Bill
4 of Rights is violated. Both parties further agree to allow such allegations of
5 violations to be brought to Step 3 of the grievance process and by normal
6 means progress to Step 4. In the event resolution is not reached, the
7 aggrieved party may seek relief from the court but may NOT seek relief
8 through the arbitration process.
9

10 **ARTICLE 17**

11 **GRIEVANCE PROCEDURE**

12 17.1 The Union, or any member of the bargaining unit, may file a grievance
13 concerning the meaning, application, and/or interpretation of the specific
14 Articles of this Agreement and any disciplinary action when a question of "just
15 cause" exists resulting from the application of department rules and
16 regulations. Such grievance shall be processed in accordance with the
17 following steps:
18

19 **STEP 1:**

20 The grievance shall be discussed by the grieving employee with the
21 employee's immediate supervisor. It shall be the responsibility of the grievant
22 to tell the supervisor that this is the first step of a formal grievance. A note will
23 be made of this discussion in the station's daily log book, or provided to the
24 department's record custodian. The supervisor shall orally respond within
25 seven (7) calendar days.
26

27 **STEP 2:**

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

- 30 A) A complete statement of the grievance and the facts upon which it is
31 based.

- 1 B) The section of the Agreement alleged to have been violated.
- 2 C) The action, remedy, or adjustment requested.
- 3 D) The signature of the grievant and the date of the filing.

4 The grievance shall be submitted to the next appropriate supervisory level in
5 the employee's chain of command within seven (7) calendar days after the
6 receipt of the immediate supervisor's oral answer in Step 1. The appropriate
7 supervisor shall submit his/her written answer to the grievance within seven (7)
8 calendar days after receipt of the grievance.

9
10 **STEP 3:**

11 If the grievance is not settled in Step 2, the grievance shall be appealed to the
12 next appropriate supervisory level or to Step 4, if the chain of command has
13 been exhausted within seven (7) calendar days after the receipt of the
14 supervisor's answer in Step 2. The supervisor shall submit his/her written
15 answer to the grievance within seven (7) calendar days after receipt of the
16 grievance.

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

23
24 **STEP 4:**

25 If the grievance remains unresolved and the chain of command has been
26 exhausted it may be appealed to the Grievance Resolution Panel within seven
27 (7) calendar days after receipt of the supervisor's written answer. The
28 Grievance Resolution Panel shall consist of the Fire Chief or his/her designee,
29 the City Manager or his/her designee, and the Union President or his/her
30 designee. The Panel shall meet with the grievant within seven (7) calendar
31 days after receipt of the grievance in an attempt to resolve the grievance. The

1 Fire Chief shall notify all parties to the grievance at least 24 hours prior to the
2 meeting of the date, place and time of the meeting. The City Manager or
3 his/her designee shall submit the written answer to the grievance within seven
4 (7) calendar days after the meeting.

5 STEP 5:

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

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

18 17.3 A grievance shall be dropped upon failure of the grievant or the Union
19 representative to observe any of the above time limits; however, these limits
20 may be extended by mutual consent of the parties. If the employer fails to
21 respond to a grievance within the prescribed time limits, the employee or
22 Union may automatically move the grievance to the next step.

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

28 17.5 Within ten (10) calendar days from receipt of the request for arbitration, the
29 party requesting arbitration shall forward a request for a panel of seven (7)
30 arbitrators from the Federal Mediation and Conciliation Service (FMCS) to the
31 other party who shall forward the request to FMCS within 10 calendar days of

1 receiving the form; unless the parties can mutually agree on an arbitrator to
2 hear the grievance. This panel shall consist of arbitrators residing in Florida
3 unless the parties agree otherwise.

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

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

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

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

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 **ARTICLE 19**

19 **PHYSICAL FITNESS**

20 19.1 Labor and Management agree to continue to provide the most positive
21 environment possible for obtaining and maintaining physical fitness by
22 uniformed members of the Department. There shall be a Department Physical
23 Fitness Committee consisting of two members appointed by the Fire Chief and
24 two members appointed by the Union President.

25 19.2 It is agreed to adopt as its physical fitness program the most current edition
26 of the IAFF/IAFC Fire Service Joint Labor-Management Wellness-Fitness
27 Initiative (WFI), except for reference to the annual physician physical
28 examination which will be replaced by the current City practice as listed in
29 Attachment II. City agrees to purchase necessary equipment to implement
30 the program.

1 19.3 The programs implemented as a part of this Agreement shall become part of
2 the departmental standard operating guidelines (SOG). Modifications
3 thereafter shall be by the same procedures adopted for SOG modification. In
4 addition, based upon data gathered throughout the program, there shall be an
5 annual review of the program by the Department's Physical Fitness
6 Committee. This review committee need not consist of the same members.
7 The time frames and procedures for committee action shall be the same.

8 19.4 All members shall be allotted one (1) hour for physical fitness between 08:00
9 and 17:00 hours during the normal workday, except in the following cases:

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

12 19.5 Employees are eligible for an annual physical fitness incentive award subject
13 to successful completion of the annual physical fitness assessment as
14 determined by the Department's Physical Fitness Committee. Successful
15 completion will be determined by the standard set by the Department's
16 Physical Fitness Committee. The incentive shall be paid within 30 calendar
17 days of assessment completion.

18 19.6 Both parties recognize the need to establish a mechanism to meet the
19 requirements of the IAFF/IAFC Fire Service Joint Labor-Management
20 Wellness-Fitness Initiative. The Department will be allocated \$15,875 for each
21 year of the Agreement in order to meet the objectives of the Wellness-Fitness
22 Initiative, and to provide incentive awards money. This money shall be
23 distributed as determined by the Department's Physical Fitness Committee.

24 **ARTICLE 20**
25 **PROMOTION**
26

27 20.1 Employees covered by this Agreement will be promoted to Driver-Operator,
28 Fire Lieutenant and Fire Training Captain in accordance with the following
29 procedure with factors and weights assigned as indicated: Any employee who
30 is promoted shall be required to serve a six (6) month probationary period.
31 When an employee has been promoted but fails to successfully complete the

1 probationary period, he/she will revert to a position of his/her former
2 classification. A leave of absence without pay during the required probationary
3 period of service shall extend the required probationary period by the length of
4 time taken.

5 **ALL PROMOTIONS:**

6 A) Examinations shall be impartial and relate to those matters which will
7 fairly test the candidate to discharge the duties of the position to be
8 filled.

9 B) Promotional procedures, records of examinations, notifications and all
10 other matters pertaining to the promotional qualification process shall
11 be managed and administered by the Human Resources Department.
12 With the exception of education, the Training Bureau will verify
13 requirements for all internal candidates to participate (e.g. training,
14 licenses, certificates).

15
16 C) Driver Operator and Lieutenant Promotional lists will become effective
17 on the third day of the month and will be established for a period of two
18 (2) years. Said lists shall expire on the second day of the month unless
19 exhausted. Procedures will begin sufficiently early to prepare the new
20 list prior to the expiration of the current list.

21
22 If a list is exhausted prior to its expiration date, the Department will
23 conduct a new promotional process as soon as possible, subject to the
24 timelines of the agreement. The effective date of the new list shall be
25 the day following the exhaustion of the previous list, and will be in effect
26 for two (2) years.

27
28 During the term of this Agreement, the Union President and Fire Chief
29 may mutually agree to modify the expiration date of the Driver/Operator
30 and/or Lieutenant lists.

31

1 For promotions to other covered positions, there shall be no
2 requirement to maintain active lists. At least 90 days prior to a known
3 vacancy a list shall be established and used to fill the vacancy. For
4 unexpected vacancies, a list shall be established and the vacancy filled
5 as soon as possible.
6

7 D) Promotions shall be made in rank order from the top of the promotional
8 list.

9 E) The practical assessment shall be by examiners trained in assessment
10 center evaluation. The examiners shall follow instructions and training
11 established and outlined by the City. The types of exercises to be used
12 in the assessment will be described and published by the Fire
13 Department in the examination announcement. The Practical
14 Assessment establishes whether or not an employee is qualified and
15 when combined with seniority and educational points determines the
16 rank order of the list. The City will provide a list of potential examiners
17 to the Union at least one (1) month prior to the assessment. The Union
18 shall select required examiners within ten (10) calendar days of
19 receiving the list.

20 F) Vacancies shall be filled within thirty (30) calendar days of the opening
21 assuming there is a current list, unless such position has been
22 eliminated. All promotions shall have a seniority effective date within
23 five (5) working days of the vacancy. Retroactive pay shall not be
24 required for promotions.

25 G) A list of reference materials for the next promotional exam shall be
26 posted at all stations. If any changes are to be made in the listed
27 reference material, it shall be posted ninety (90) calendar days prior to
28 the expiration date of the current list. Relevant reference material will
29 be available electronically on the department website and two (2) sets
30 will be maintained in the Fire Department Training Bureau. The two (2)
31 printed sets will be available for check out for periods not to exceed ten

1 (10) calendar days, except if there is no waiting list, the period may be
2 extended. Employees may also order this material for purchase
3 through the Fire Department Training Bureau.

4 H) Announcements of promotional exams will be posted electronically, to
5 include notification to members through employee email thirty (30)
6 calendar days prior to the closing date for applications. Applications
7 shall include proof of having met both eligibility requirements and
8 educational qualifications and shall be submitted by the closing date of
9 the application period.

10 Education requirements (as stated in 20.2E for Driver Operator and
11 20.3B for Lieutenant) to participate in the promotional process are due
12 by the closing date of the application period.

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

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

20 J) The City will offer the opportunity of GFR Driver-Operator and GFR
21 Lieutenant training for employees to meet the promotional eligibility
22 requirements.

23 K) Education – Five percent (5%) of total assessment center points
24 awarded for a degree in Fire Science or EMS, as well as a bachelor
25 degree or higher in another subject area; two and one-half percent
26 (2.5%) of total assessment center points for a two-year degree in
27 another subject area. Employees holding multiple degrees are only
28 eligible for one (1) incentive.

29 L) Seniority – ten percent (10%) of the total assessment center points
30 awarded as one percent (1%) of total assessment center points per
31 year of service; which includes .08333% awarded per each full month

1 past a full year, up to a maximum of ten percent (10%) of total
2 assessment center points.

- 3 M) The parties recognize there is value in purposeful training and education.
4 Furthermore and to that end, the parties agree to embrace the
5 department's Professional Development Model, which is designed to
6 guide members in ongoing development.

7 20.2 **DRIVER-OPERATOR PROMOTIONS:**

8 **ELIGIBILITY**

- 9 A) Three (3) years of service as a certified firefighter, with a minimum of
10 twenty-four (24) months in the Gainesville Fire Department. Beyond
11 twenty-four (24) months in the Gainesville Fire Department will be
12 credited as one (1) month for each two (2) months in another career
13 Fire Department;
- 14 B) Employee must have an EMT or Paramedic Certification;
- 15 C) Employee must have received an acceptable rating on his/her last
16 evaluation;
- 17 D) Employee must have received an overall passing grade of seventy
18 percent (70%) on the Territory Familiarization Program tests for the last
19 six (6) months prior to the announcement of an upcoming promotional
20 exam. This shall suffice as the territory portion of the exam; and
- 21 E) Employee must have successfully completed each component below (1
22 through 3) with a minimum score of seventy percent (70%):
- 23 1) FSFC Curriculum for Fire Service Hydraulics class (40 hours)
 - 24 2) FSFC Curriculum for Pump Operators (40 hours)
 - 25 3) GFR Driver/Operator class (40 hours)
- 26 F) Practical assessment - Administered by three (3) examiners who are
27 qualified to test both pump operation and driving skills. The practical
28 exam shall consist of an Apparatus Pumping Section and an Apparatus
29 Operations Section. The Pumping Section is 50% of the total raw score
30 and the Operations Section is 50% of the total raw score. An average of
31 70% must be achieved in each the Pumping Section and the

1 Operations Section to be eligible for the Promotional List. The Practical
2 Assessment establishes whether or not an employee is qualified and
3 when combined with seniority and educational points determines the
4 rank order of the list. If there is a tie after the seniority and educational
5 points are added to the raw Practical Assessment points, then seniority
6 in the department will be used to break the tie.

7 20.3

LIEUTENANT PROMOTIONS:

8 ELIGIBILITY:

- 9 A) Five (5) years as a certified Firefighter in the Gainesville Fire
10 Department;
11 B) Employee must have State of Florida Certification as "Fire Officer II."
12 C) GFR Lieutenant training program

13 The purpose of the training will be to provide the expectations and job
14 duties of a GFR Lieutenant. The Union, Operation Deputy Chief, and
15 GFR Support Services will jointly develop the initial training and future
16 offerings.

17 This training will be offered at least once between Lieutenant
18 promotional processes. This training must be completed once for a
19 candidate to be eligible for the promotional process. Any future
20 offerings would be voluntary for that candidate provided however, the
21 candidate is responsible for any new material added in future
22 offerings. The training will be offered on a twenty-four (24) hour shift
23 friendly basis.

- 24 D) Employee must be either a current Driver-Operator, or be on the current
25 Driver-Operator eligibility list and be able to document working out of
26 classification as a Driver-Operator for at least thirty (30) shifts, or be on
27 the current Driver-Operator eligibility list and possess a State of Florida
28 certificate as a Pump Operator.
29 E) Selection process for promotions to the rank of Lieutenant:

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20.4

- 1) The candidates list will be submitted to the Fire Chief in order of the highest to the lowest scores.
- 2) If there is a tie after the seniority and educational points are added to the raw Practical Assessment points, then seniority in rank as a Driver Operator will be used to break the tie. If seniority in rank as a Driver Operator does not break the tie then seniority in the department will be used to break the tie.

FIRE TRAINING CAPTAINS, FIRE INSPECTORS, AND FIRE INVESTIGATIVE SERVICES OFFICERS PROMOTIONS/NEW HIRES:

ELIGIBILITY:

- A) **Internal** candidates will be sought first. If there are not sufficient (minimum 2 per position) qualified internal candidates, the Department may advertise for **External** candidates.
- B) The selection process for hiring or promotion may include a combination of Résumé, Interview or Assessment Center. The Fire Chief shall determine which components are to be used.
- C) Selected candidates (internal or external) must serve a minimum of three (3) consecutive years in this position, which includes the applicable probationary period.
 1. Except for promotion to Chief Officer, or for removal during promotional probationary period, through disciplinary demotion, or as a result of layoff, the employee may not move to another position within said three- (3-) year period.

1 21.2 Seniority will continue to accrue during all types of leave except for a leave of
2 absence without pay for thirty (30) consecutive calendar days or more which
3 shall cause this date to be adjusted for an equivalent amount of time.

4 21.3 The Fire Department shall establish and maintain a current and accurate
5 seniority list. The seniority list shall be posted electronically and available at all
6 Fire Stations.

7 21.4 Seniority shall be used for the purpose of annual vacation scheduling and
8 promotions as defined in Article 21.

9

10

ARTICLE 22

11

PERSONNEL REDUCTION

12

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

17

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

22

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

29

1 **ARTICLE 23**

2 **TRANSFER OF PERSONNEL**

3 23.1 Any transfer of employees from combat operation to another activity shall only
4 be done provided the employee receives at least one (1) week prior
5 notification.

6 23.2 Employees covered by this Agreement may indicate their preference for shift
7 and station assignments.

8 23.3 Employees of equal classification who agree to exchange shifts or stations
9 may be allowed to do so with the prior approval of their District Chief.

10
11 **ARTICLE 24**

12 **UNION ACTIVITY AND BUSINESS**

13 24.1 Solicitation and/or other Union business of any and all kinds shall not be
14 engaged in during working hours of any employee. In addition, the Union, its
15 members, agents, representatives, or any persons acting on their behalf are
16 also prohibited from distributing literature during working hours in areas where
17 the actual work of public employees is performed. This section shall not
18 prohibit the distribution of literature during the employee's lunch hour, after
19 5:00 p.m., or in such areas not specifically devoted to the performance of the
20 employee's official duties.

21 24.2 The Union shall supply the Fire Chief and keep current a list of all Union
22 officers and stewards. Employees who are members of Local 2157 may be
23 granted time off up to a maximum of three (3) employees in any one instance
24 by the Fire Chief or his designee to attend to Union business without loss of
25 straight time pay or benefits by using time pool hours provided:

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

30 B. The Fire Chief or his designee shall have the right to restrict the number
31 of persons off for Union time or to revoke previously authorized Union

1 time except for two individuals when an emergency condition exists or
2 such time off from regular assignments would create a clear and
3 present danger to public safety. Requests for Union Time Pool for the
4 third individual must be made in writing at least 24 hours in advance.
5 Except for the IAFF National Convention and the FPF Convention of
6 the State of Florida, requests for the third individual to be off may be
7 denied or revoked under the clear and present danger criteria if
8 sufficient staffing is not available as determined by the Fire Chief or
9 their designee.

10 24.3 Union Time Pool:
11 It shall be the Union's responsibility to supply to the City a Union Time Pool
12 Authorization form which includes the name of the employee and the hours of
13 vacation time donated by the employee to the pool. The form must be signed
14 by the employee donating time. Time donation may be made each April 1 and
15 October 1 and shall be in increments of not less than three (3) hours nor more
16 than forty-eight (48) hours. Time Pool hours may be drawn upon at the
17 discretion of the Union in increments of at least one (1) hour.

18 24.4 Charges against the Union business pool time shall only be made when
19 approved by the President or Secretary-Treasurer of the Union. If the Union
20 Time Pool shall become depleted, anyone engaging in Union activities during
21 his working hours shall do so without pay, unless otherwise provided in this
22 Agreement.

23 24.5 A record of all time donated and drawn against the above pool shall be kept by
24 the Fire Department and the Union. The Union shall indemnify, defend, and
25 hold the City harmless against any and all claims made and against any suits
26 instituted against the City on account of the City complying with any of the
27 provisions of this Article.

28 24.6 The Union President or designee shall be granted time off without loss of pay
29 or benefits to attend resolutions of impasse hearings before the City
30 Commission and Grievance meetings. The Union President or designee shall
31 be granted time off without loss of pay or benefits for up to four (4) shifts per

1 fiscal year after which time Union Time Pool may be used to attend public
2 budget hearings, the actual days of the IAFF National Convention and the FPF
3 Convention of the State of Florida, as well as the actual days the President
4 has been appointed to an FPF Committee and is required to attend the
5 committee meetings prior to the FPF Convention.
6

7 **ARTICLE 25**

8 **PENSIONS**

9 25.1 The City proposes to incorporate Chapter 2, Article VII, Division 8, of the City
10 of Gainesville Code of Ordinances, as amended, in the Agreement by
11 reference.

12 25.2 The parties mutually agree to the share plan as provided in Sec. 2-609 –
13 Supplemental retirement program for firefighters.

14 25.3 Either party may reopen this Article for negotiations at any time during the
15 month of October of each contract year.
16

17 **ARTICLE 26**

18 **HEALTH AND LIFE INSURANCE**

19 26.1 The City and employees shall pay bi-weekly for Health Insurance. Any future
20 premium increases in Dependent or Employee Only coverage shall be shared
21 equally by the employee and the employer; provided that the employee shall
22 not pay more than twenty percent (20%) of the total premium for Employee
23 only.

24 26.2 Part-time employees shall pay bi-weekly for Health Insurance on a three-
25 quarter ($\frac{3}{4}$) or one-half ($\frac{1}{2}$) time based upon the budgeted level of their part-
26 time position.

27 26.3 The City, during the term of this Agreement, will pay 100% of the premium
28 cost for life insurance.

29 26.4 Based on the requirements of the Consolidated Omnibus Budget
30 Reconciliation Act of 1986 (COBRA), effective October 1, 1988, the City will
31 comply with all the provisions of the Act. The City shall not pay for the costs

1 of continuation coverage and may charge a beneficiary qualified for
2 continuation coverage up to 102 percent (102%) of the costs of providing
3 coverage for a similarly situated beneficiary to whom a qualifying event has
4 not occurred.

5 26.5

Employees covered by this Agreement who retire during the term of this
6 Agreement shall receive the Retiree Insurance Benefit as described below,
7 ending the month of September, 2024, unless changes to said Benefit
8 described below are negotiated in accordance with Chapter 447, Florida
9 Statutes. After the month of September, 2024, unless changes to said
10 Benefit described below are negotiated in accordance with Chapter 447,
11 Florida Statutes, the City shall have no obligation whatsoever to make any
12 payment for any retiree insurance benefits, described below, or as provided
13 by any ordinance of the City of Gainesville or otherwise provided for any
14 employee covered by this Agreement.

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

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

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

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

25
26 Such Retiree who entered a regular DROP before September 1, 2008,
27 shall have the period of employment while in the regular DROP added to
28 the years of credited service for the purposes of calculation described in
29 this subsection (a).

30 (b) Disability retirement. The amount that the city will contribute towards the
31 required premium, for covered employees who became retirees based

1 upon an application for disability retirement submitted after the effective
2 date of this Section 26.5 will be:

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

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

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

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

28 (c) City's Contribution

29 (1) In no event shall the city's contribution toward a premium as
30 described above, exceed the amount of the premium the city
31 contributes for active covered employees for the least costly (lowest

1 premium) city group health plan option being offered at that time, for
2 the applicable tier of coverage involved. In the event that the eligible
3 retiree has elected to participate in the city sponsored, if any,
4 Medicare supplement plan in lieu of participating in the city group
5 health plan(s), the city's contribution shall not exceed the amount of
6 the premium for the Medicare supplement plan.

7 (2) Retiree and dependents participating in the city group health plan or
8 Medicare supplement plan will be required to authorize payment of
9 premiums from RHS accounts or pension annuities, where sufficient
10 funds are reasonably available such purposes in order to remain
11 eligible to receive contributions from the City.
12
13
14

15 **ARTICLE 27**

16 **PROTECTIVE CLOTHING AND EQUIPMENT**

17 27.1 The employees covered by this Agreement shall be issued the following safety
18 gear:

19 One (1) set of bunker pants and liner

20 One (1) bunker coat and liner

21 Two (2) protective hoods

22 One (1) helmet

23 One (1) pair of gloves

24 One (1) SCBA mask

25 One (1) pair of fire boots

26 One (1) pair of suspenders

27 One (1) set of hearing protection

28 One (1) Fire glove holder/strap

29 One (1) flashlight (batteries as needed)...unless different lighting methods are
30 selected by the department.

31 Two (2) Accountability Tags

1 27.2 The City shall replace any safety gear as appropriate except when the item is
2 damaged or lost as a result of the employee's negligence. The employee
3 upon request by the City, shall turn in said items to be replaced when
4 replacements are issued.

5
6 **ARTICLE 28**

7 **UNIFORMS**

8 28.1 All employees covered by this Agreement shall be issued the following uniform
9 clothing and additional items:

- 10 A) Uniform Clothing:
11 One (1) dress shirt
12 Three (3) casual day shirts
13 Two (2) pairs work pants
14 One (1) pair work shorts
15 Three (3) t-shirts
16 One (1) work jacket with name insignia
17 One (1) pair black work shoes
18 Sufficient insignia patches
19 One (1) name tag
20 One (1) badge
21 One (1) set of collar pins
22 B) Additional Items:
23 Two (2) pairs gym shorts
24 One (1) pair gym shoes
25 One (1) sweat suit (shirt and pant)

26 28.2 The City shall replace all uniforms and additional items in paragraph 28.1 as
27 appropriate. The employee, upon request by the City, shall turn in said items
28 to be replaced when replacements are issued.

29 28.3 Changes in the style, color or material of any item in paragraph 28.1 will
30 necessitate replacement of those items by the City on a schedule determined
31 by the availability of funds and the items.

- 1 28.4 Employees shall be offered the option to purchase a Class A Dress Uniform as
2 recommended by the Union and approved by the Department and to use
3 payroll deduction over twenty-six (26) pay periods to pay for said uniform.
- 4 28.5 The Department shall bear a minimum of fifty percent (50%) of the cost of a
5 Class A Dress Uniform for members designated as Honor Guard by the
6 Department.
- 7 28.6 All insignia worn on the Class A Dress Uniform shall be provided by and
8 remain the property of the Gainesville Fire-Rescue Department. Braids and
9 gloves shall be issued only to Honor Guard members.
- 10 28.7 A. The City shall provide an annual clothing allowance to the Fire
11 Investigative Service Officer in the amount of: \$585.00. One-half (1/2) shall be
12 paid on a pro-rata basis on or about September 30, and April 1.
- 13 B. Members serving in the department's Honor Guard shall receive
14 reimbursement for dry cleaning of, and alterations to, their Honor Guard
15 uniform, for actual expenses up to \$300 per fiscal year. Receipts will be
16 submitted by the member to the department's administrative staff for
17 processing of reimbursement.

18 **ARTICLE 29**

19 **MISCELLANEOUS EMPLOYEE BENEFITS**

- 20
- 21 29.1 Employees required to use personal vehicles when ordered to report to
22 another duty station without prior notification after reporting to or leaving from
23 his/her regular duty station shall be paid \$5.00 per one-way trip. These
24 monies shall be paid bi-weekly upon employee presenting appropriate
25 document verifying such trips.
- 26 29.2 A) The City agrees to furnish in each fire station the following:
27 1. One local daily newspaper; and
28 2. Two trade magazines or professional journals.
- 29 B) The City agrees to provide access to cable television and to permit the
30 Union or its members to obtain and pay for the use of premium or other
31 cable service, except as provided hereafter. It is understood between

1 the parties that the use of the television, as well as the cablevision
2 services, will be within the current departmental rules and practice for
3 television viewing and consistent with department policy.

4 29.3 In the event of death, all compensation due to the employee as of the effective
5 date of death shall be paid to the beneficiary, surviving spouse, or the estate of
6 the employee as determined by law or by executed forms in his/her personnel
7 folder.

8
9 **ARTICLE 30**

10 **TUITION REIMBURSEMENT**

11 30.1 Tuition Reimbursement shall be administered in accordance with Human
12 Resources Policy B-1, which was revised on 4/3/14. The City will not
13 substantially modify application of this Policy, as it pertains to this Union,
14 unless the Union is provided an opportunity to negotiate in accordance with
15 Chapter 447, Florida Statutes, concerning the change. Either party may
16 reopen this paragraph one time during the term of this Agreement.

17
18 **ARTICLE 31**

19 **BULLETIN BOARDS**

20 31.1 The Union shall be authorized to install in each work location of employees
21 covered by this Agreement at mutually agreed upon locations and at its own
22 expense one bulletin board not exceeding three (3) feet by two (2) feet in area,
23 for the posting of the following notices only:

- 24 A. Union literature
- 25 B. Notices of Union meetings
- 26 C. Union elections
- 27 D. Reports of Union committees
- 28 E. Recreational and social affairs of the Union
- 29 F. Notices of Public Bodies
- 30 G. Other materials as approved by the Fire Chief

1 H. Employer will provide bulletin board space in each new work location of
2 employees covered by this Agreement for posting of information.

3 31.2 All material to be posted shall be signed by one of the officials of the Union
4 and the Union shall keep its bulletin boards or space in neat and presentable
5 order.

6 31.3 No material, notices or announcements shall be posted by the Union which
7 contain anything political or controversial, or anything adversely reflecting upon
8 the City, any of its employees, or any labor organization among its employees.
9 No material, notices or announcements which violate any of the provisions of
10 this Article shall be posted. Any violation of this Article by the Union, or its
11 representatives, shall entitle the Fire Chief or his designated representative to
12 remove the material from the bulletin boards. The Union President shall be
13 advised of such action.

14
15 **ARTICLE 32**

16 **HOLIDAYS**

17 32.1 The City observes the following paid holidays, but reserves the right to
18 schedule work on these days. All employees covered by this Agreement are
19 entitled to the following paid holidays:

20
21 New Year's Day January 1
22
23 Martin Luther King, Jr.'s Birthday January 15
24
25 Memorial Day Last Monday in May
26
27 Juneteenth June 19th
28
29 Independence Day July 4
30
31 Labor Day First Monday in September
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33 Thanksgiving Day Fourth Thursday in November
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35 Day After Thanksgiving Friday After Thanksgiving
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Christmas Day	December 25
Day After Christmas	December 26
Easter	First Monday After Easter Sunday
Veterans' Day	November 11
One (1) Additional Holiday	To be mutually agreed upon by the parties

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

B) IAFF Bargaining unit members permanently or temporarily assigned to a non-shift schedule (four 10.5-hour days per week) shall receive the the day off in accordance to 32.1 and 32.2 A. Should a non-shift scheduled employee be required to work in their normal non shift work capacity due to operational need and temp they shall be paid at two and one half (2.5X) their normal hourly rate for any hours worked on that paid holiday. Such approval must be given in advance by the Fire Chief or designee.

32.3 A) Twenty-four hour shift employees shall be paid or granted time off at the rate of ten (10) hours per day for each holiday. Such employees may elect, prior to September 15th, of each year, to either receive holiday pay during the year or to receive one hundred-thirty (130) hours

1 holiday time. Those employees choosing time off shall be credited on
2 October 1, with 130 hours added to the annual leave.

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

6 32.4 In any fiscal year during which an employee is serving his/her initial
7 probationary period, or longer if the probationary period is extended, he/she
8 may choose holiday pay or time on a prorated basis. If the employee selects
9 holiday time they are not eligible to use holiday time until they complete their
10 initial probationary period.

11 32.5 Upon termination of employment, the employee shall be required to reimburse
12 the City (have deducted from his final paycheck) a pro rata portion of used
13 holiday time, if applicable, except as provided by law. (Ex., employee uses all
14 130 hours by March 30 and resigns as of that date, a deduction of 10 hours
15 per remaining Holidays that fiscal year will be made from his final paycheck, as
16 long as the deduction does not reduce the final paycheck below minimum
17 wage for time worked.)

18 32.6 Unauthorized failure to report for work on a holiday after having been
19 scheduled to work on such holiday shall be just cause for denial of holiday
20 pay.

21 32.7 Twenty-four hour shift employees shall observe holiday routine as outlined in
22 Article 41.

23 **ARTICLE 33**
24 **VACATIONS**

25 33.1 Employees covered by this Agreement shall accrue leave based on their date
26 of employment and shall be limited to the following schedule:

27 **All Employees**

28 <u>Years of</u>	29 <u>Annual Leave</u>
30 <u>Continuous Service</u>	30 <u>Hours Earned</u>
31 1 to 5 years	80 hours
32 (1 mo. thru 59 mos.)	
33	

1	5 to 10 years	100 hours
2	(60 mos. thru 119 mos.)	
3		
4	10 to 15 years	120 hours
5	(120 mos. thru 179 mos.)	
6		
7	15 to 20 years	140 hours
8	(180 mos. thru 239 mos.)	
9		
10	20 years or more	160 hours
11	(240 mos. or more)	
12		
13		

14 33.2 Due to the nature of the Fire Department's operations and the need to meet
15 the operational requirements of the City, annual leave shall be scheduled by
16 the Fire Chief or authorized designee. For employees who work a 24-hour
17 shift, annual leave shall be granted in consideration of both annual leave and
18 for those holidays defined in Article 32 of this Agreement.

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

21 (b) Where possible, up to five (5) members of the bargaining unit on each
22 24-hour shift may be on vacation at any given time; however, no more
23 than three (3) Lieutenants from each shift at any one time. This
24 number, five (5), may be reduced to four (4) members for any shift
25 where overtime will be incurred.

26
27 (c) Employees covered by this Agreement shall not be allowed to trade or
28 exchange approved annual leave time without written consent by the
29 Fire Chief or designee.

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

- 33 1) Select up to six (6) non-consecutive 24-hour shifts; or
- 34 2) Select two groups of up to four (4) consecutive 24-hour shifts; or

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- 3) Select up to twelve (12) consecutive shifts. This will complete the employee's first choice.
- (e) There will be three (3) rounds of selections per shift following the same choice options. In no case will vacation "first pick" exceed what an employee can accrue during the fiscal year.
- (f) Unscheduled vacation leave is leave requested after 1800 hours of the 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 Except as otherwise provided in this paragraph, the maximum number of annual leave hours that employees covered by the Agreement are allowed to accrue are as follows:

<u>Years of Continuous Service</u>	<u>Maximum Hours</u>
1 to 5	292
5 to 10	348
10 to 20	404

1 20 or more 460

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For employees covered by this Agreement hired after the implementation of the "Safer Staffing Model", the annual maximum accumulated balances apply:

1 to 5	216
5 to 10	264
10 to 20	312
20 or more	360

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

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

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

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

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

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

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

1 33.9 Employees who are transferred from one department to another shall have
2 their leave credits transferred with them.

3 33.10 Upon termination of employment the employee shall be entitled to
4 compensation for any earned but unused vacation (annual leave) to his/her
5 credit at the time of termination at the employee's normal base rate of pay at
6 the time of termination. The official termination date shall be the last day of
7 active employment and shall not be extended due to payment for unused
8 vacation (annual leave) time. This does not apply to employees having less
9 than twelve (12) months of service.

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

18
19 **ARTICLE 34**

20 **SICK LEAVE**

21 34.1 All employees shall earn eight (8) hours per month (96 hours annually).

22 34.2 Sick leave will be granted upon approval of the Fire Chief or his authorized
23 designee for the following reasons:

24 a) For absence due to personal illness, injury or temporary disability,
25 doctor's statement required for temporary disability indicating
26 approximate length of absence due to disability.

27 b) For personal medical and dental appointments.

28 c) For absence due to compensable injury arising out of the course of City
29 employment (employees shall, upon request, be allowed to remain on
30 full pay for the period which can be covered by sick leave balance when
31 pro-rated with the amount being paid by compensation).

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d) Illness or injury of a member of the employee's immediate family (defined as spouse, registered domestic partner, dependent children, or parents) living in the same domicile provided the employee's presence is needed. For the purpose of this article, dependent children are defined as the employee's unmarried, natural, adopted, or step-child(ren), or a child for whom the employee has been appointed legal guardian or legal custodian, or the natural or adopted child(ren) of the employee's current registered domestic partner, who are under the age of 19; or if over the age of 19 meet the criteria for dependency as defined in the City's health insurance policy; or who are handicapped children as defined in said policy. (Any employee may use up to 50% of accrued sick leave for illness under this proposal; however, this provision may be waived by the Fire Chief or designee. In all incidents of such sickness by a spouse or dependent children, a doctor's statement may be required.

34.3

a) All shift employees are required to notify District One as early as possible and no later than 90 minutes prior to the starting of his/her normal work day when he/she is unable to report for work because of illness or injury, giving the reason for absence. In the event, District One is not available then the employee shall notify District Two. Employees failing to comply with this provision shall not be allowed to charge their absence to sick leave unless waived by the Fire Chief. Twenty-four hour shift employees will notify the District Chief at least 24 hours in advance of their intent to return following an illness or any injury. Sick leave will not be granted for any sickness, injury or disability arising from an unlawful act on the part of the employee. Sick leave will be charged only against an employee's regular workday and shall not be charged for absences on overtime or premium time. From the fourth incident of sickness onward, a doctor's statement verifying the sickness may be required, unless after any of the three (3) prior incidences a doctor's statement verifying the sickness is provided. In which case,

1 that incident will not count towards one of the three (3) incidences. In
2 all cases where the sickness involves more than two consecutive shifts,
3 a doctor's statement verifying the sickness may be required.

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

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

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

27 34.5 Sick leave shall not be granted in advance of being earned. If an employee
28 has insufficient sick leave credit to cover a period of absence, vacation leave
29 may be used or a deduction for the time involved shall be made on the current
30 payroll. However, such usage must be approved in advance of the
31 employee's absence.

1 34.6 Should a holiday occur during an employee's absence due to sickness, the
2 sick day shall be charged as a holiday.

3 34.7 Sick leave shall continue to accrue during periods of absence in which the
4 employee is in pay status.

5 34.8 Employees who are transferred within the City shall have their sick leave
6 credits transferred with them. The accrual, use and reimbursement provisions
7 of this Agreement shall no longer be applicable after such transfer.

8 34.9 Employees taking sick leave shall be compensated at their regular straight
9 time hourly rate of pay.

10 34.10 a) Employees separated from the Fire Department by death, retirement,
11 resignation, or lay-off, and those who participate in the Consolidated
12 Pension DROP, shall, upon request, be compensated in cash, at the
13 weighted average of their base hourly rates during the preceding five
14 years, for one-half of sick leave accumulated and unused which
15 appears on their records. At the time of their separation, or election at
16 the time of entry in and/or at least forty five (45) calendar days prior to
17 exit from the Consolidated Plan DROP, as the case may be, such
18 payment shall not exceed the equivalent of a total of one thousand
19 three hundred (1,300) hours. Such payment shall only be made if the
20 employee has, at the time of his/her separation, or entry in the
21 Consolidated Plan DROP, used or sold less than fifty percent (50%) of
22 the sick leave he/she had accrued during his/her tenure with the
23 Department; or for employees electing to be compensated during
24 participation in (but at least 45 calendar days prior to exit from) the
25 Consolidated Plan DROP, such payment shall only be made if the
26 employee has, during his/her tenure with the Department prior to entry
27 AND during his/her time in the Consolidated Plan DROP, used less
28 than fifty percent (50%) of the sick leave they accrued.

29 It is agreed that employees having a minimum balance of two hundred
30 forty (240) sick leave hours, having used no more than forty-eight (48)
31 hours of sick leave during the previous fiscal year, and who are at

1 least 45 calendar days from exiting the DROP, may elect to sell up to
2 forty (40) hours of sick leave per year. This election may only be
3 made during the month of October of each year, and payment shall
4 be made at the employee's base hourly rate at the time of payment.
5 Additionally, each hour sold on any election made under this
6 paragraph shall reduce, by one hour, the total number of hours the
7 employee would have been able to sell upon separation, entry into the
8 DROP, or during participation in (but at least 45 calendar days prior to
9 exit from) the DROP (ex. $1,300 - 40 = 1,260$).

10 b) Except as provided below, employees receiving payment for sick leave,
11 as described in section 34.10(a), may apply sick leave hours not
12 redeemed for cash payout to pension service credit. Sick leave hours
13 redeemed for cash payout are considered "used" and may not be
14 converted to service credit. Effective January 1, 2014, any sick leave
15 accrued and unused after such date shall not be converted to additional
16 service credit for determining pension benefits.

17 c) Upon entering into the DROP, employees may elect to apply unused
18 sick leave hours accrued as of December 31, 2013 to pension service
19 credit and/or to retain some or all of their unused sick leave for use
20 during their employment while participating in the DROP. Sick leave
21 hours redeemed for cash payout of sick leave balances upon retirement
22 are considered already "used" and may not be converted to credited
23 service, or used as sick leave during participation in the DROP. In the
24 case of a reverse DROP, members may utilize the lesser of the sick
25 leave balance in existence on the effective date of commencement of
26 participation or the balance in existence ninety (90) calendar days
27 after declaration of intention to enter the reverse DROP, subject to the
28 limits described in (b) above. Any unused sick leave remaining at the
29 expiration of the DROP participation or period will be forfeited.

1 d) The union agrees that once a retirement request is filed with the City, it
2 becomes irrevocable thirty (30) calendar days prior to the specified date
3 targeted for retirement.

4
5 **ARTICLE 35**

6 **BEREAVEMENT LEAVE**

7 35.1 In the event of death in an employee's immediate family, he/she shall be
8 granted leave for five (5) calendar days. The Fire Chief or designee may grant
9 additional leave as appropriate.

10
11 All other time in addition to bereavement leave as described above and any
12 bereavement leave granted in the event of the death of a relative, other than
13 those in the immediate family, shall be charged to Sick Leave or Annual Leave
14 (Vacation) for immediate family and Annual Leave (Vacation) for all others.
15 The employees shall be required to furnish to the Public Employer such
16 information as may be requested for the proper administration of this Article.

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

27 35.3 Employees taking Bereavement Leave shall be compensated at their regular
28 straight time hourly rate of pay as set forth on the applicable salary schedule
29 for the time off work.

30 35.4 Bereavement leave must be taken within 5 calendar days of the death or
31 funeral.
32

1 **ARTICLE 36**

2 **TRADE TIME**

3 36.1 Upon prior approval of the Fire Chief or his/her designee, an employee may
4 agree with another employee, who is of equal classification (i.e., firefighter for
5 firefighter, driver-operator for driver-operator) to work in place of said other
6 employee during that employee's scheduled work assignment, subject to the
7 following restrictions:

- 8 a) No employee shall be permitted to have another employee substitute
9 for him/her except for periods of short duration and in no case in excess
10 of three (3) consecutive 24-hour shifts. An employee may request a
11 waiver of this restriction. Such request shall be submitted in writing, in
12 advance of the first trade, to the Fire Chief or designee.
- 13 b)(i) No employee shall be permitted to have other employees substitute for
14 him/her in excess of a total of ten (10) times each fiscal year. Provided
15 however, that regular and continuous uses of trade time shall not count
16 against such limitation when such are required by approved educational
17 courses scheduling or required by a verified illness, fall on a Saturday,
18 Sunday or Holiday.
- 19 b)(ii) Up to seven (7) members of the Union who are officers of the Local and
20 any members who are officers of the State or International Union shall
21 be permitted to have other employees substitute for them up to a total
22 of fifty (50) times each fiscal year to conduct union business as verified
23 by the local Union President or designee. Such members shall be
24 listed by the Union at the beginning of the fiscal year and the list kept
25 current during the fiscal year.
- 26 c) The City shall compensate the employee who was scheduled to work in
27 the amount he would have earned had he/she worked and shall in no
28 manner be liable for any wage for the hours worked by the substitute
29 employee.
- 30 d) The hours worked by the substitute employee shall not be considered
31 hours worked by or paid for to the substitute employee.

- 1 e) The request for the exchange of time form will be signed by the
2 appropriate parties in advance. However, extenuating circumstances,
3 which prevent the exchange of the time form from being signed by the
4 appropriate parties in advance, will be given due consideration by the
5 employee's immediate District Chief. If his/her District Chief is not
6 available, then the other District Chief.
- 7 f) When the exchange of time form is signed in advance, the substitute
8 employee is responsible for reporting to duty.
- 9 g) When the exchange of time form is not signed in advance, the
10 employee originally scheduled to work is responsible for reporting to
11 duty.
- 12 h) An employee substituting for another employee will not be eligible for
13 vacation during the period of any portion thereof of the substitution
14 unless waived by the District Chief on duty.
- 15 i) An employee substituting for another employee will be eligible for sick
16 leave during the period of any portion thereof, of the substitution.
17 Verification of illness may be requested by the Fire Chief.

18 36.2 No grievance may be filed by an employee or the Union alleging that the City
19 has any contractual liability for wages resulting directly or indirectly from the
20 application of this Article other than to compensate the employee originally
21 scheduled to work for those hours in an amount equal to what he would have
22 earned had he worked.

23 **ARTICLE 37**

24 **JURY DUTY AND COURT APPEARANCES**

25
26 37.1 Any employee covered by this Agreement who is required to perform jury
27 service during his/her normal working hours in a City, County or Federal Court
28 shall be paid his/her regular straight time hourly rate for the period of such
29 service. Employees receiving a summons for jury duty must notify their
30 immediate officer promptly or as soon as possible after receiving such notice.
31 Any employee failing to make such notification will not be paid for the period of

1 said absence. A Request for Leave form must be completed by the employee
2 with a copy of the court summons attached and must be approved prior to
3 payment for such time off.

4 37.2 Any employee who is excused from jury duty during his/her normal work hours
5 must report to his/her immediate officer to determine if he/she will be required
6 to work the remainder of his/her normal work schedule.

7 37.3 Any employee covered by this Agreement who is required to appear in a court
8 of law during his/her normal working hours in response to a legally valid
9 subpoena, shall be paid his/her regular straight time hourly rate for those
10 hours absent from work, overtime for off duty hours, provided that either the
11 employee is required to testify on behalf of the City, or, that the City be a party
12 of the case and the employee is required to testify because of conduct arising
13 out of and in the course of his/her employment with the City while actually on
14 duty; and provided further that in no other case shall employees covered by
15 this Agreement be paid by the City including any case where the Union or the
16 employee is a party to the case directly or as a member of a class. Employees
17 receiving such subpoena must notify their immediate supervisor promptly and
18 submit evidence of such service as a witness. Any witness fee which the
19 employee receives shall be endorsed and promptly transmitted by the
20 employee to his appropriate supervisor for forwarding to the Finance
21 Department.

22
23 **ARTICLE 38**
24 **LEAVE OF ABSENCE**

25 38.1 General Information

26 Leaves of absence may be paid or unpaid, depending upon the circumstances of
27 the leave and whether the employee has accrued applicable paid leave available.

28 Three categories of leaves of absences are described herein.

29 A. Leave of absences will be granted for Family and Medical Leave (FMLA) -
30 see Section 38.7.

- 1 B. Leaves of absences may be granted under conditions similar to FMLA for
2 employees to care for Registered Domestic Partners – see Section 38.11.
- 3 C. Leave of absences may be granted for Personal Leave - see Section 38.12.
- 4 38.2 Leave Request Procedure:
5 Employees are expected to be familiar with and are required to follow the
6 leave procedures as outlined in the Leave Request Procedures Section.
7 Leave requests for less than one full pay period should be handled with a
8 Personnel Leave Request Form attached to the time sheet. Employees may
9 be required to daily or otherwise report on his/her status and intention to
10 return to work and may be subject to loss of benefits and/or discipline for
11 failure to do so.
- 12 38.3 Continuity of Service:
13 Any leave without pay for one full pay period or more which is approved in
14 accordance with these procedures shall not constitute a break in service, but
15 will constitute an adjusted service date. If leave is ninety (90) calendar days
16 or longer, the pension service date will be affected.
- 17 38.4 Expiration of Leave and Reinstatement:
18 Reinstatement is dependent upon the type of unpaid leave. Refer to the
19 appropriate section for more information.
- 20 38.5 Extension of Leave
21 If an extension of the leave is required, a request for the extension must be
22 submitted on the Leave Request Form at least five (5) calendar days in
23 advance of the leave expiration or as soon as practical. Consideration of an
24 extension will be based on the same criteria as the original request. Failure to
25 return to work at the expiration of the leave may result in termination.
- 26 38.6 Parental Leave:
27 In instances of parental leave, for the care and custody of the employee's
28 natural or adoptive newborn infant, sick leave up to 50% of that available in the
29 pay period prior to the date of birth, or 104 hours (whichever is greater) may be
30 taken during the first six weeks following the infant's birth.

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

4 38.7 Family and Medical Leave:

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

10 FMLA will be granted for:

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

24 B. An eligible employee who is the spouse, son, daughter, parent or next of kin of
25 a covered service member, as defined by the FMLA, who is recovering from a
26 serious illness or injury sustained in the line of duty on active is entitled to up to
27 26 weeks of leave in a single 12-month period to care for the service member.
28 This military caregiver leave is available during "a single 12-month period"
29 during which an employee is entitled to a combined total of 26 weeks of all
30 types of FMLA leave.

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

- 5 (i) leave under subsection B; or
- 6 (ii) a combination of leave under subsection A and leave described
7 in B

8 C. Eligibility Requirements

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

12 D. Definitions of Serious Health Condition

13 A serious health condition is an illness, injury, impairment, or physical or
14 mental condition that involves either an overnight stay in a medical care
15 facility, or continuing treatment by a health care provider for a condition that
16 either prevents the employee from performing the functions of the employee's
17 job, or prevents the qualified family member from participating in school or
18 other daily activities. Slightly different requirements apply in the case of
19 covered service members.

20 Subject to certain conditions, the continuing treatment requirement may be
21 met by a period of incapacity of more than three (3) consecutive calendar days
22 combined with at least two (2) visits to a health care provider or one visit and a
23 regiment of continuing treatment, or incapacity due to pregnancy, or incapacity
24 due to a chronic condition. For further information contact Employee Health
25 Services or the Human Resources Department.

26 E. Use of Leave

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

1 F. Substitution of Paid Leave for Unpaid Leave

2 The City generally requires use of accrued paid leave while taking FMLA leave
3 (see 38.9). In order to use paid leave for FMLA leave, employees must
4 comply with the City's normal paid policies.

5 G. Employee Responsibilities

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

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

26 38.8 Conditions:

27 A. Leave without pay for one (1) full pay period or more will not be considered
28 time worked for purposes of accruing seniority, longevity, vacation, sick or
29 other employee benefits.

30 B. Employees may take Family and Medical Leave in twelve (12) consecutive
31 weeks, may use the leave intermittently, or under certain circumstances may

1 use the leave to reduce the workweek or workday, resulting in a reduced hour
2 schedule. Except for care for a covered service-member, the FMLA-covered
3 leave may not exceed a total of twelve (12) weeks in the twelve- (12-) month
4 period measured forward from January 1. However, for the birth, placement,
5 adoption of a child, or well newborn care the City and the employee must
6 mutually agree to the schedule before the employee may take leave
7 intermittently or work a reduced hour schedule.

8 C. The City may temporarily transfer an employee to an available alternative
9 position with equivalent pay and benefits if the employee is qualified for the
10 position and if the alternative position would better accommodate the
11 intermittent or reduced schedule.

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

16 E. The employee's position may be filled by a temporary appointment or
17 assignment of another employee. At the expiration of the leave, the employee
18 shall be reinstated in the position vacated, if it exists and reinstatement is
19 otherwise warranted.

20 F. Except as provided herein, the employee, upon returning to work from a
21 medical leave, must report to Employee Health Services. The employee may
22 be required to submit a written approval from his/her health care provider
23 stating the employee is approved to return to work. The employee may be
24 required to complete a fitness for duty examination related to the serious
25 health condition for which the employee was absent on FMLA leave.

26 G. While the employee is on medical leave, the City will continue the employee's
27 health benefits during the leave period at the same level of benefits and under
28 the same conditions as if the employee had continued to work. An employee
29 on paid medical leave continues to pay the contribution rate via payroll
30 deduction as when an active employee. An employee on unpaid leave
31 continues to pay the contribution as when an active employee. In this case, the

1 employee must continue to make this payment either in person or by mail to
2 the City's Risk Management Department. Payment must be received by the
3 last day of the month prior to each month of coverage. If the payment is more
4 than thirty (30) calendar days late, the employee's health care coverage may
5 be dropped. The City will notify the employee in writing at least fifteen (15)
6 calendar days before the date that health coverage retroactively is cancelled,
7 or at the City's option, it may pay the employee's share of the premiums during
8 unpaid medical leave and recover those payments from employee upon
9 employee's return to work.

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

18 38.9 How available paid leave is applied to an FMLA qualifying event

19 A. Designated Leave System

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

1 procedures could be taken for the remainder of the FMLA entitlement
2 period. Alternatively, the employee may take only unpaid leave for all
3 absences due to adoption or birth of newborn, or take vacation leave in
4 accordance with departmental notice procedures.

5 B. The maximum hours of paid leave under this Article 38.9 and Article
6 38.11 shall be 480 and any approved absence beyond 480 in the leave
7 year, or service member leave period shall be without pay, except as
8 provided in 38.9C.

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

12 38.10 FMLA, Partner Leave definitions

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

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

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

25 D. Leave Year: The twelve- (12-) month period measured forward from January 1
26 each year, except in the care of covered servicemember caregiver leave (see
27 38.7B).

28 38.11 Registered Domestic Partner medical leave (Partner)

29 A. Eligible employees may take a maximum of twelve (12) weeks of Partner
30 medical leave in the FMLA leave year. Eligible employees may also take
31 covered servicemember caregiver leave, if the covered servicemember is the

1 eligible employee's Registered Domestic Partner, for a maximum 26 weeks
2 as described in 38.7B. In all cases, Partner leave and FMLA leave
3 combined may not exceed a total of twelve (12) weeks in the FMLA (for care
4 for Partners who are covered service members leave year, twenty-six (26)
5 weeks in the covered service member leave period), as the case may be,
6 unless otherwise required by law. This leave may be paid if applicable
7 leave is available or the leave may be unpaid. The FMLA Leave Year is
8 defined as the twelve- (12-) month period measured forward from January 1
9 each year.

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

12 38.12 PERSONAL LEAVE

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

- 15 1. Health or family related problems not defined within Family and Medical
16 Leave Policy, or beyond the time limits of the FMLA or beyond the
17 scope of leave available to care for Registered Domestic Partners.
- 18 2. Education
- 19 3. Military leave not covered under Military Leave Policy
- 20 4. Extenuating personal reasons

- 21 B. Conditions:

- 22 1. Employees must apply for Personal Leave in writing at least ten (10)
23 working days prior to the beginning of the leave. Personal Leave may
24 be granted and if granted may be paid, unpaid, or a combination of
25 paid and unpaid leave. Prior to being placed on unpaid Personal
26 Leave under this section, employees must first exhaust all accrued
27 vacation and personal leave.
- 28 2. Unpaid leave for one (1) full pay period or more will not be considered
29 time worked for purposes of accruing seniority, longevity, vacation, or
30 sick.

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3. During an employee's approved Personal Leave, his/her position may be filled by a temporary appointment, or permanent assignment of another employee. At the expiration of the leave, the employee shall be reinstated to the position vacated if it has not been filled permanently during the leave. If the position has been filled, then the employee will be reinstated to another position which is vacant and for which the employee is qualified. The replacement position shall not be at a higher wage rate than the position from which the leave was granted. Refusal of a vacant position offered by the City shall result in the termination of the employee.
4. The employee shall not accept part- or full-time employment elsewhere while on leave of absence unless such employment was previously approved and is not conducted during normal working hours.
5. To return to work the employee must report to Employee Health Services; and, the employee may be required to submit a written approval from their health care provider releasing them for work. The employee may be required to complete a health examination.
6. An employee on unpaid personal leave must contact the City of Gainesville's Risk Management Department to obtain a COBRA Notification Form. The COBRA Notification Form outlines the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act, COBRA rates, when payments are due, and where payments are mailed to. Payment must be received by the last day of the month prior to each month of coverage. If the payment is more than thirty (30) calendar days late, the employee's health care coverage may be dropped for the duration of the leave. The City will notify the employee in writing at least 15 calendar days before the date that health coverage retroactively is cancelled, or at the City's option, it may pay the employee's share of the premiums during the unpaid medical leave and recover those payments from employee upon employee's return to work. If the employee chooses not to return to work, the City

1 will require the employee to reimburse the City the amount it paid for
2 the employee's health insurance premium during the leave period
3 through deducting from any sums due employee arising out of the
4 employment relationship, or by initiating legal action against the
5 employee to recover such costs.

6 38.13 Domestic/Sexual Violence Leave

7 Domestic/Sexual Violence Leave shall be provided in accordance with
8 Human Resources Policy L-2: General Leave Policies.

9 38.14 Paid Parental Leave

10 A. Purpose:

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

18 B. Eligibility:

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

22 C. Paid Parental Leave:

23 "Paid Parental Leave" is defined as up to six (6) consecutive weeks of paid
24 leave taken by the eligible employee immediately after a covered event. An
25 employee may choose to utilize accrued leave to extend their parental leave
26 up to an additional six (6) weeks.

27 D. Available Paid Leave:

1 Whenever an eligible employee takes paid parental leave, he/she is eligible to
2 receive his/her regular base rate of pay for up to six (6) weeks for a covered
3 event, subject to the following limitations: paid parental leave shall be limited to
4 no more than six (6) weeks per calendar year, regardless of the number of
5 covered events within that calendar year, and shall be limited to three (3)
6 covered events during the entire time an eligible employee is employed by the
7 City.

8 Paid parental leave must be used within the first 12 months from the date of
9 the qualifying event and, if applicable, must be used concurrently with FMLA.

10 E. Notice:

11 Employees must provide at least thirty (30) days advance notice of the intent
12 to take paid parental leave when the need is foreseeable. When thirty (30)
13 days' notice is not foreseeable, the employee must provide notice as soon as
14 practicable. When requesting paid parental leave, employees may be required
15 to furnish to the employer documentation sufficient to verify the covered event.
16 This may include a birth certificate, a court order finalizing adoption or
17 placement of a foster child, and/or FMLA paperwork. In all cases, an employee
18 is required to submit FMLA paperwork to the Risk Management Department.

19 F. Leave under this paragraph (38.14) shall count in the computation of
20 overtime for any pay period when this leave commences, and any pay period
21 when this concludes.

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23
24 **ARTICLE 39**

25 **MILITARY LEAVE**

- 26 39.1 The City Manager will grant a leave of absence to any regular employee called
27 to active military service or state active duty in accordance with applicable law.
28 39.2 Reserve or Guard Annual Training:

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

8 The military leave of absence under this paragraph in no way affects his/her
9 annual vacation leave.

10 39.3 Reserve or Guard Active Military Service (not annual training).

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

17 39.4 Requests for Military Leave:

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

24 39.5 An employee attending evening or weekend military training which conflicts
25 with his work schedule shall be granted time off without pay for the purpose of
26 attending the military training or may use trade times without their counting
27 against the allowable total.

28 39.6 Military Leave Without Pay

29 In the event military leave is required in excess of the time allowed for in
30 paragraphs 39.2 and 39.3, the employee may be granted additional leave
31 without pay or he/she may elect to use earned vacation leave, which shall not

1 constitute a break in continuous service. Vacation leave will not be required
2 prior to allowing leave without pay.

3 39.7 In all cases the employee shall be granted benefits as afforded by law.
4

5 **ARTICLE 40**

6 **WAGES**

7 40.1 General Increases (COLAs) and Range Movement

8 A. Effective the beginning of the first full pay period in October 2024, 2025 and
9 2026, pay ranges shall be adjusted by 1%. In addition, employee base pay
10 shall be adjusted by the same amount and at the same time ranges are
11 adjusted. In no event shall ranges or employee base pay be reduced.
12

13 B. In addition, employees shall be eligible for supplemental general increases in
14 Year 2 and 3 of the Agreement. 40.1B may be opened by either party
15 beginning July 1, 2025 and July 1, 2026. All supplemental general increases
16 negotiated shall be in addition to the general increases provided in 40.1A.
17 Supplemental general increases shall move both the pay ranges as well as the
18 employees' base pay rate. In no event shall ranges or employee base pay be
19 reduced. Supplemental general increases shall be effective at the beginning
20 of the first full pay period in October 2025 and October 2026, respectively.
21

22 C.
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27 C. There shall be no General Increases (COLAs) and no pay range movement
28 after the expiration of this Agreement unless and until there is a new
29 Agreement in effect providing for such movement.
30

1 40.2 Merit increases shall be awarded the beginning of the first full pay period in
2 January, and in accordance to the requirements listed below.

3 A.
4 Employees who have completed an initial probationary period and
5 whose overall performance rating for the prior rating period is Meets
6 Expectations or higher shall have their base rate increased by one (1)
7 pay step, limited by the pay range maximum and by any limits provided
8 in an individual's DROP agreement.

9
10 In the event an employee, who is otherwise eligible, did not complete
11 his/her initial probationary period during the prior rating period, the
12 employee shall become eligible upon satisfactory completion (Meets
13 Expectations or higher) of his/her initial probationary period. Payment in
14 those instances shall be made prospectively from the first full pay
15 period following completion of the initial probationary period.

16
17
18 B. For regular (non-probationary) employees, the review period is a one
19 (1) year period from October 1 through September 30.

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

23 40.3 Promotions

24 Employees who promote on or after January 10, 2022 shall have their pay
25 adjusted by slotting into the new pay range at the nearest pay step that
26 ensures not less than a 5% increase. Promotional increases shall continue
27 to be effected as provided herein unless and until superseded by a new
28 Agreement.

29 40.4 Twenty-four (24) hour shift personnel who have been assigned to Fire
30 Prevention shall receive compensation at the appropriate rate of pay.

1 40.5 Employees covered by this Agreement who work in a higher classification shall
2 be paid ten percent (10%) above their current base wages for actual time
3 worked in this assignment, rounded to the nearest five minute interval.
4 Under no circumstances shall the total amount of out-of-class pay that is paid
5 exceed that attributable to the number of hours worked.

6 40.6 A. All employees who achieve State of Florida paramedic certification shall
7 receive an annualized base rate increase of one pay step limited by the pay
8 range maximum. Any portion of the increase that is in excess of the range
9 maximum shall be paid as a one-time, non-pensionable, lump sum payment.
10 This base rate increase shall only be made once. Lump sum payments shall
11 not be included as base pay. There shall be no base rate increases under this
12 provision after the term of this Agreement, unless and until there is a new
13 Agreement in effect providing for such increases.

14

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17 B. In the event a member who receives the base rate increase in 40.6.A. above
18 loses the State of Florida paramedic certification, the member's annual base
19 rate will be reduced by one pay step, based on the date the change becomes
20 effective.

21 C. Employees holding a current and valid State Paramedic Certification shall
22 receive supplemental paramedic pay at a rate of ten percent (10%) of their
23 current base wages.

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

- 1 40.7 Employees who are required to be paramedics, in accordance with 10.3 of
2 Article 10, shall upon request be permitted to seek relief from said requirement
3 from the Department Medical Director.
- 4 40.8 If the Fire Chief determines that fire inspections are to be performed on a
5 department-wide basis by fire companies, company fire inspections may only
6 be conducted from 8:00 a.m. to 5:00 p.m., Monday through Friday, and
7 Saturdays until 11:30 a.m.
- 8 40.9 Employees whose regular duty assignment is non-shift work shall be paid ten
9 percent (10%) above their current base wages.
- 10 40.10 All persons in the Fire Department in the classification of Fire Inspector holding
11 a current and valid Police Officer certification shall be paid an incentive of five
12 percent (5%) of his/her base wages while so employed.
- 13 40.11 Certified HazMat Technicians assigned to the HazMat team (currently
14 assigned as Engine 2 and Tower 2) shall be paid an incentive of two and one-
15 half percent (2½%) of their base wages for actual time worked in this
16 assignment, rounded to the nearest five minute interval.
- 17 40.12 A. The Fire Chief shall determine and authorize the number of HazMat
18 Technicians and Technical Rescue Specialist positions, if any.
19 B. Certified HazMat Technicians and Technical Rescue Specialists shall
20 receive supplemental pay of one and one-half percent (1.5%) of their base
21 wages bi-weekly provided there shall be no decrease (not less than thirty
22 dollars bi-weekly) in supplemental pay for any certified individual.
- 23 40.13 A. The Fire Chief shall determine and authorize the number of Staffing
24 positions, if any.
25 B. Employees assigned by the Fire Chief as Staffing positions shall
26 receive supplemental pay of one and one-half percent (1.5%) of their base
27 wages bi-weekly.
- 28 40.14 All employees shall be required to have and maintain a direct deposit
29 account for the purpose of receiving their employment compensation.
30

1 40.15 In the event an employee is subject to a court ordered income deduction
2 order, the City shall charge the employee an administrative fee, or fees, in
3 accordance with limits established by law. This provision shall become
4 effective only after all other bargaining units ratify enabling language, and
5 shall remain in effect only so long as all bargaining units are subject to such
6 administrative fee(s).

7 40.16 Employees participating in the DROP shall be eligible for Wage Increases
8 described in this article, limited by the terms of the individual's DROP
9 agreement.

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13 **ARTICLE 41**

14 **HOURS OF WORK AND OVERTIME PAYMENT**

15 41.1 The provisions of this Article are intended to provide a basis for determining
16 the number of hours of work for which an employee shall be entitled to be paid
17 at overtime rates and except as provided in this Agreement shall not be
18 construed as a guarantee to such employee of any specified number of hours
19 of work either per day or per week or as limiting the right of the City to fix the
20 number of hours of work (including overtime) either per day or per week for
21 such employee. The City will establish the basic workweek and hours of work
22 best suited to meet the needs of the Department and to provide superior
23 service to the community.

24 41.2 The normal workweek for employees in various groups as established by the
25 City shall be:

26 A) Except as provided herein, employees assigned to shift work shall work
27 (Monday through Sunday) consisting of periods of 24 hours on duty,
28 including meals and rest periods, and 72 hours off duty. Pay periods
29 shall alternate between 96 hours in a 14 day cycle followed by 72 hours
30 in a 14 day cycle, which would be an average of 42 hours per week.

31 B) For all other non-shift employees a total of 42 hours of work a week
32 (Monday through Sunday) consisting of four (4) consecutive workdays

1 of ten and one half (10.5) hours each day for the duration of this
2 Agreement.

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

7 2) Starting times may be changed upon five (5) calendar days
8 notice.

9 3) The normal workday shall consist of ten and one half (10.5)
10 consecutive hours, including a lunch period.

11 4) If the employee is given seven (7) calendar days notice, his or
12 her workday may be shortened after a prior day during which the
13 employee worked more than ten and one half (10.5) hours.

14 41.3 For hours worked outside of the normal work schedule, the City agrees to pay
15 employees covered by this Agreement at a rate equivalent to their normal
16 hourly rate until the employee reaches ten (10) additional hours in a 14 day
17 period. Once the ten (10) additional hours threshold is met, additional hours
18 worked shall be paid at time and one-half (1½) their regular straight time hourly
19 rate of pay.

20 41.4 For purposes of overtime computation, vacation and holidays for all
21 employees shall be considered as time worked. Sick leave shall not be
22 considered as time worked for purposes of overtime computation. Holiday pay
23 for 24-hour shift employees shall not be considered as time worked.

24 41.5 There shall be no duplication or pyramiding in the computation of overtime and
25 nothing in this Agreement shall be construed to require the payment of
26 overtime more than once for the same hours worked.

27 41.6 All employees covered by the terms of this Agreement who are called back to
28 work from off duty with less than sixteen (16) hours notice shall be paid for at
29 least three (3) hours minimum at their overtime hourly rate of pay if a lesser
30 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 accordance with the agreed upon overtime
20 guidelines. It is understood that the sharing of overtime shall not delay nor
21 unduly increase the City's cost of operation.

22 41.9 1. Up to four (4) evening activities can be scheduled monthly provided
23 they are concluded by 9:00 p.m.

24 2. Saturday, Sunday, and designated holidays shall continue to be
25 observed for purposes of this section consistent with past practice, with
26 the exception that employees may be required to work special events
27 at the Fire Chief's discretion.

28 3. Training activities shall not preclude the use of trade time, provided
29 make up of missed training material is the responsibility of each
30 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 \$210 for each such week of standby.
3 If assigned standby status is for less than one week, then the \$210 shall be
4 prorated.

5 41.11 Special Event MOU
6 Effective October 1, 2024, the City agrees billable service assignments, for
7 non-public safety third parties, worked by IAFF members shall be
8 compensated at a rate of \$67.70 per hour for all hours worked. Billable
9 services assignments will be offered based on overtime guidelines to
10 operations personnel, dual certified day-staff personnel, full time single-
11 certified personnel covered by the IAFF collective bargaining agreement, or
12 participates of the Retiree Ready Reserve, in that order.

13
14 **ARTICLE 42**

15 **WORKERS' COMPENSATION**

16 42.1 Payment of Workers' Compensation benefits to all employees who are
17 disabled because of any injury arising out of, and in the course of, performing
18 their duties with the City will be governed as follows:

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

21 42.2 Whenever an employee is absent due to a non-emergency compensable
22 injury, he/she shall receive his/her regular pay for the first fifteen (15) calendar
23 days of such absence. When an employee is absent due to a compensable
24 injury as a result of responding to, during or returning from incidents, he/she
25 shall receive his/her regular pay for the first 30 calendar days of such absence.
26 But such payment shall not, when added to Workers' Compensation benefits,
27 total more than the normal regular pay received by the employee immediately
28 prior to such disability.

29 42.3 An employee sustaining a lost-time injury may use earned, unused sick or
30 annual leave. The request must be made to the Fire Chief to allow the
31 employee to remain on full pay for the period which can be covered by the sick

1 leave or annual leave balance when prorated with the amount being paid by
2 Workers' Compensation as set forth in paragraph 42.1.

3 42.4 All on-the-job injuries must be reported immediately (no later than 24 hours)
4 after the occurrence which gave rise to the injury. Report shall be made to the
5 immediate officer on duty (Lieutenant or District Chief, as the case may be) in
6 order for this Article to be in full force and effect. It is not the intent of this
7 section to in any way diminish any rights guaranteed by law.

8
9 **ARTICLE 43**

10 **DRUG-FREE WORKPLACE**

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

20
21 **ARTICLE 44**

22 **LONGEVITY PAY**

23 44.1 Rates:

24 All regular employees of the City hired before the ratification date, March 2,
25 1992, shall receive longevity pay in addition to their regular base pay in
26 accordance with the following schedule:

- 27 1) 5 yrs. and not more than 10 yrs. 2% of base pay
28 2) 10 yrs. and not more than 15 yrs. 3% of base pay
29 3) 15 yrs. and not more than 20 yrs. 4% of base pay
30 4) 20 yrs. and not more than 25 yrs. 5% of base pay
31 5) In excess of 25 years 6% of base pay

1 44.2 Longevity pay shall be administered in accordance with Chapter 2, Article VII,
2 Division 3, of the Gainesville Code of Ordinances.
3

1 IN WITNESS WHEREOF, the parties hereunto set their hands this 5th day of December,
2 2024.*

3

4 THE CITY OF GAINESVILLE, FLORIDA

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS LOCAL 2157

5
6
7
8 
9 CYNTHIA W. CURRY
10 CITY MANAGER


NICK GONZALEZ
PRESIDENT

11

12

13 APPROVED AS TO FORM AND LEGALITY

14

15
16 
17
18 CITY ATTORNEY

19

20

21

22 CITY BARGAINING COMMITTEE:

23 Laura Graetz
24 Joseph Hillhouse

25
26 David Sutton
27 Steve Varvel

28

29

30

31 *Date ratified by last party

32

IAFF BARGAINING COMMITTEE:

Nick Gonzalez
Eugene Dugan
Glenn Shuford

Chris Silcox

As of January 1, 2019

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

Bargaining Unit Members will have an Annual Physical each year in accordance with the following Biennial Schedule

Years ending in even number

Assessment will be conducted by Employee Health Services or other mutually agreed upon vendor.

The Annual Health Assessment for Firefighters will include but not be limited to:

Height and Weight
Blood Pressure
PFT (Lung Function Test)
Audiometer
Spirometry
Vision Test
Urinalysis (UTI, proteins, ketones, glucose)
PPD (optional)
Blood Draw (CBC, CMP, A1C, Lipid Panel, 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)

Years ending in odd number

General Health Assessment along with thorough examination for Cardiovascular Disease, Pulmonary Disease, and Cancer. Assessment will be conducted by a mutually agreed upon vendor and will include, but not be limited to:

NFPA 1582 Compliant Physical Exam
Vital Signs
Occupational Hearing and Vision
Hemoccult testing
Skin cancer assessment
Cardiac Treadmill Stress Test (with EKG)
Pulmonary Function Test (Spirometry)
Laboratory analysis (CMP, CBC, Lipid Panel, Thyroid Panel, Hemoglobin A1C, Urinalysis (UTI, proteins, ketones, glucose), PSA (men), CA-125 (women))
Ultrasound imaging (e.g. Echocardiogram, Carotid Aortic Arteries, Testicular (men), Ovaries (women), Abdominal organs)
Chest X-ray (every 4 to 6 years)
WFI Firefighter Fitness Analysis (with VO2)
Diet and Nutritional Recommendations

The following vaccinations/immunizations will be available to members at no cost:

Flu, hepatitis A & B, tetanus, smallpox

Exhibit 1

42-hour Pay Plan (effective 10/01/2024)					
Grade	F0	F1	F2	F3	F4
Min (H)	\$ 20.17	\$ 22.79	\$ 26.85	\$ 30.39	\$ 34.50
Max (H)	\$ 30.26	\$ 34.19	\$ 40.28	\$ 45.58	\$ 51.74
Min (A)	\$ 44,059.04	\$ 49,783.97	\$ 58,650.74	\$ 66,363.36	\$ 75,340.04
Max (A)	\$ 66,088.56	\$ 74,675.96	\$ 87,976.10	\$ 99,545.03	\$ 113,010.07
Step Amount (H)	\$ 0.72	\$ 0.81	\$ 0.96	\$ 1.09	\$ 1.23
Step Amount (A)	\$ 1,573.54	\$ 1,778.00	\$ 2,094.67	\$ 2,370.12	\$ 2,690.72
Step 1	\$ 20.17	\$ 22.79	\$ 26.85	\$ 30.39	\$ 34.50
Step 2	\$ 20.89	\$ 23.61	\$ 27.81	\$ 31.47	\$ 35.73
Step 3	\$ 21.61	\$ 24.42	\$ 28.77	\$ 32.56	\$ 36.96
Step 4	\$ 22.34	\$ 25.24	\$ 29.73	\$ 33.64	\$ 38.19
Step 5	\$ 23.06	\$ 26.05	\$ 30.69	\$ 34.73	\$ 39.42
Step 6	\$ 23.78	\$ 26.87	\$ 31.65	\$ 35.81	\$ 40.66
Step 7	\$ 24.50	\$ 27.68	\$ 32.61	\$ 36.90	\$ 41.89
Step 8	\$ 25.22	\$ 28.49	\$ 33.57	\$ 37.98	\$ 43.12
Step 9	\$ 25.94	\$ 29.31	\$ 34.53	\$ 39.07	\$ 44.35
Step 10	\$ 26.66	\$ 30.12	\$ 35.49	\$ 40.15	\$ 45.58
Step 11	\$ 27.38	\$ 30.94	\$ 36.45	\$ 41.24	\$ 46.82
Step 12	\$ 28.10	\$ 31.75	\$ 37.40	\$ 42.32	\$ 48.05
Step 13	\$ 28.82	\$ 32.56	\$ 38.36	\$ 43.41	\$ 49.28
Step 14	\$ 29.54	\$ 33.38	\$ 39.32	\$ 44.49	\$ 50.51
Step 15	\$ 30.26	\$ 34.19	\$ 40.28	\$ 45.58	\$ 51.74

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

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1 **IAFF DRUG-FREE WORKPLACE PROGRAM**

2 **I. PURPOSE**

3 As a part of its commitment to safeguard the health of its employees, to provide a
4 safe place for its employees to work, and to promote a drug-free working
5 environment, the City of Gainesville, Florida (City) and the International
6 Association of Firefighters, Local 2157 (IAFF) has established this program relating
7 to the use or abuse of alcohol and drugs by its employees. Substance abuse,
8 while at work or otherwise, seriously endangers the safety of employees, as well
9 as the general public, and creates a variety of workplace problems including
10 increased injuries on the job, increased absenteeism, increased health care and
11 benefit costs, increased theft, decreased morale, decreased productivity, and a
12 decline in the quality of products and services provided. This program is
13 established in part to detect users and remove abusers of drugs and alcohol from
14 the workplace, to prevent the use and/or presence of these substances in the
15 workplace, and to assist employees in overcoming any dependence on drugs
16 and/or alcohol in accordance with the following guidelines.

17
18 An employee who is injured in the course and scope of his/her employment and
19 tests positive on a drug or alcohol test may be terminated. Refusal to take a drug
20 (urine) or alcohol (breath) test will result in the employee being subject to
21 dismissal.

22
23 Certain components of this program involve utilization of additional techniques and
24 procedures. These additional techniques and procedures, are both justified by,
25 and based upon, federal and state statutes, case law, and regulatory findings. At
26 such time as the regulations implemented pursuant to the Omnibus Transportation
27 Employee Testing Act of 1991 or other regulatory requirements become applicable
28 to City employees, this program will be altered as and if necessary to conform to
29 the specific requirements of the final regulations. Until such time, any additional
30 techniques and procedures shall utilize mechanisms already in use and/or
31 proposed for use by state or federal law and regulation. Prior to making any
32 amendments to this Program, the City shall engage in collective bargaining to the
33 extent required by law.

34
35 To the extent that Section 440.101-.102, or the implementing rules issued by the
36 Department of Labor and Employment Security or those issued by the Agency for
37 Health Care Administration are amended, or other statutes and rules requiring
38 drug testing determined to be applicable to City employees are adopted or
39 amended, this Program will be modified without the necessity of further general
40 notice as required by §440.102 (3).

41
42 The City/IAFF Drug-Free Workplace Program has been prepared so as not to
43 conflict with public policy and, further, not to be discriminatory or abuse. Should

1 Amendment 3 pass in the November 2024 State of Florida elections and cannabis
2 becomes legalized recreationally within the state of Florida, either party may
3 reopen IAFF DFWP for bargaining. The demand to bargain shall be in writing and
4 with 30 days' notice.

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) calendar days will elapse between the notice and any
28 employee 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.**
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14 **D. Return to Duty Testing**
15

16 An Employee who does not pass a breath or urine drug test may not
17 return to work until meeting at least the following requirements:
18

- 19 1. The employee must pass a drug test administered under this
20 program.
- 21 2. The Substance Abuse Professional (SAP) must approve the
22 employee for return to work.
- 23 3. The employee must agree to participate in and successfully
24 complete any alcohol or drug evaluation, counseling or
25 rehabilitation program required by the City/Substance Abuse
26 Professional.
- 27 4. The employee must agree to submit to periodic, unannounced drug
28 tests for a period of up to 60 months, as designated by the SAP.
29
30
31
32

33 **E. Position Change Testing**
34

35 Employees moving to the classification of Fire Driver-Operator, as a result
36 of a formal personnel action, shall be required to successfully pass a urine
37 drug test within 48 hours of receiving notification that they have been
38 selected to fill the Fire Driver-Operator position.
39

40 **F. Follow-up Testing**
41

42 If an employee, in the course of employment, enters an employee
43 assistance program for drug related problems or a drug rehabilitation
44 program, the employee must submit to a drug test as a follow-up to such
45 program unless such requirement is waived by the City in those cases
46 where the employee voluntarily entered the program. Entrance to a

1 program as a condition of continued employment or when the employee is
2 otherwise faced with the prospect of immediate disciplinary action based
3 upon problems associated with substance abuse shall not be considered
4 voluntary. If follow-up testing is required, it shall be conducted at least
5 once a year for a two-year period after completion of the program.
6 Advance notice of such follow-up testing must not be given to the
7 employee to be tested. Testing undertaken after referral to the SAP as a
8 result of a first violation of the City's Drug Free Workplace Program,
9 Article X, shall satisfy the requirements for follow-up testing.

10
11 **G. Routine Fitness for Duty**

12
13 An employee shall submit to a drug test if the test is conducted as part of
14 a routinely scheduled employee fitness-for-duty medical examination that
15 is required for all members of an employment classification or group.

16
17 **H. Refusal to Test**

18
19 Employees who refuse to submit to a breath or urine test administered in
20 accordance with this program forfeit their eligibility for all workers'
21 compensation medical and indemnity benefits and will be subject to
22 dismissal. Employees who refuse to submit to a chemical breath test or
23 other mechanism determined by management to be reliable will be
24 subject to dismissal.
25

26 **VIII. TESTING PROCEDURE**

27 **A. Tested Substances**

28
29 The City may test for any or all of the following drugs:

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

1 **B. Designated Laboratory**

2
3 Because of the potential adverse consequences of positive test results on
4 employees, the City will employ a very accurate testing program.
5 Specimen samples will be analyzed by a highly qualified, independent
6 laboratory which has been selected by the City and certified by the
7 appropriate regulatory agency. The name and address of the certified
8 laboratory currently used by the City is on file with Employee Health
9 Services.

10
11 **C. Notification of Prescription Drug Use**

12
13 Applicants and employees will be given an opportunity prior to and after
14 testing to, on a confidential basis, provide any information they consider
15 relevant to the test including listing all drugs they have taken within the
16 immediately preceding 30-day period, including prescribed drugs and to
17 explain the circumstances of the use of those drugs in writing or other
18 relevant medical information. This information will be furnished to the
19 Medical Review Officer (MRO) in the event of a positive confirmed result.
20

21 **D. Testing of Injured Employees**

22
23 An employee injured at work and required to be tested will be taken to a
24 medical facility for immediate treatment of injury. If the injured employee
25 is not at a designated collection site, the employee will be transported to
26 one as soon as it is medically feasible and specimens will be obtained. If
27 it is not medically feasible to move the injured employee, specimens will
28 be obtained at the treating facility under the procedures set forth in this
29 program and transported to an approved testing laboratory. No specimen
30 will be taken prior to the administration of emergency medical care. An
31 injured employee must authorize release to the City the result of any tests
32 conducted for the purpose of showing the presence of alcohol or drugs.
33

34 **E. Body Specimens**

35
36 Urine will be used for the initial test for all drugs except alcohol and for the
37 confirmation of all drugs except alcohol. Breath will be used for the initial
38 and confirmation tests for alcohol. Sufficient volume of specimens shall
39 be obtained so as to provide for the necessary number of samples as may
40 be required, depending upon the number of required procedures.
41 Chemical breath testing methods will be utilized in connection with
42 justifying further alcohol tests in instances involving reasonable suspicion
43 testing under this program. In the case of injured employees, the
44 physician will have the discretion to determine to not require a breath
45 sample if such would threaten the health of the injured employee or if the
46 employee has a medical condition unrelated to the accident which may

1 preclude the employee from providing sufficient breath for a testing
2 specimen. Under these circumstances, no inference or presumption of
3 intoxication or impairment will be made for the purposes of § 440.101-
4 .102, but discipline for violation of the Program may be taken based upon
5 observable conduct or conditions and/or the result of other tests, if any.
6

7 **F. Cost of Testing**

8
9 The City will pay the cost of initial and confirmation drug tests, which it
10 requires of employees and job applicants. An employee or job applicant
11 will pay the cost of any additional drug tests not required by the City. In
12 the event that the City requires the employee's presence at the collection
13 site outside normal working hours as part of the testing process and the
14 employee passes the drug/alcohol test, such required time outside after
15 normal working hours shall be considered actual time worked for the
16 purpose of Section 41.4 of the IAFF Labor Agreement, if applicable.
17

18 **G. Collection Site, Work Site**

- 19
20 1. The City will utilize a collection site designated by an approved
21 laboratory which has all necessary personnel, materials,
22 equipment, facilities, and supervision to provide for the collections,
23 security, chain of custody procedures, temporary storage and
24 shipping or transportation of urine specimens to an approved drug
25 testing laboratory. The City may also utilize a medical facility as a
26 collection site that meets the applicable requirements.
27
28 2. The City may require that an employee take a chemical breath test
29 at the Work Site or other City facility.
30
31 3. Security of the collection site, chain of custody procedures, privacy
32 of the individual, collection control, integrity and identity of the
33 specimen and transportation of the specimen to the laboratory as
34 applicable will meet state or federal rules and guidelines. Florida
35 Agency for Health Care Administration's CHAIN OF CUSTODY
36 form as amended from time to time will be used for each employee
37 or job applicant whose blood or urine is tested.
38

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

40
41 A specimen for a drug test will be taken or collected by:

- 42
43 1. A physician, a physician's assistant, a registered professional
44 nurse, a licensed practical nurse, a nurse practitioner, or a certified
45 paramedic who is present at the scene of the accident for the

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

- 3
4 2. A qualified person employed by a licensed laboratory who has the
5 necessary training and skills for the assigned tasks as described in
6 §440.102 (9) Fla. Stat.
7

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

12 **I. Testing Laboratory**

- 13
14 1. The laboratory used to analyze initial or confirmation breath or
15 urine specimens will be licensed or certified by the appropriate
16 regulatory agencies to perform such tests. The Agency for Health
17 Care Administration has published Drug-Free Workplace
18 Standards (Florida Administrative Code, R59A-24) which shall be
19 followed by laboratories and employers for testing procedures
20 required under § 440.101-.102, Fla. Stat.
21
22 2. All laboratory security, chain of custody, transporting and receiving
23 of specimens, specimen processing, retesting, storage of
24 specimens, instrument calibration and reporting of results will be in
25 accordance with applicable state or federal laws and rules
26 established by HCA or the U.S. Department of Transportation; to
27 the extent the above information is readily reproducible by the lab
28 and not confidential, such will be forwarded to the appropriate
29 certified bargaining unit representative upon his/her request and
30 payment for reproduction cost.
31
32 3. The laboratory or Medical Review Officer will provide assistance to
33 the employee or job applicant for the purpose of interpreting any
34 positive confirmed test results.
35

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

37 Initial tests will use an immunoassay except that the test for alcohol will be
38 chemical breath testing as described in 49 CFR, Part 40¹. The following
39 cutoff levels will be used when screening specimens to determine whether
40 they are positive or negative for these drugs or metabolites. All levels
41 equal to or exceeding the following will be reported as positive:
42

43 Alcohol concentration	0.04 %
44 Amphetamines	1000ng/ml

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

1	Cannabinoids	50ng/ml
2	Cocaine	300ng/ml
3	Phencyclidine	25ng/ml
4	Methaqualone	300ng/ml
5	Opiates	300ng/ml
6	Barbiturates	300ng/ml
7	Benzodiazepines	300ng/ml
8	Synthetic Narcotics:	
9	Methadone	300ng/ml
10	Propoxyphene	300ng/ml

11
12 **K. Confirmation Tests Used for Implementing § 440.101-.102, Fla. Stat.**

13
14 All breath and urine specimens identified as positive on the initial test will
15 be confirmed using gas chromatography/mass spectrometry (GC/MS) or
16 an equivalent or more accurate scientifically accepted method approved
17 by the HCA, except that alcohol will be confirmed using gas
18 chromatography. All confirmation will be done by quantitative analysis.
19 Concentrations, which exceed the linear region of the standard curve, will
20 be documented in the laboratory and recorded as "greater than highest
21 standard curve value". The following confirmation cutoff levels² will be
22 used when analyzing specimens to determine whether they are positive or
23 negative for these drug metabolites. All levels equal to or exceeding the
24 following will be reported as positive:

25		
26	Alcohol concentration	0.04 %
27	Amphetamines	500ng/ml
28	Cannabinoids	15ng/ml
29	Cocaine	150ng/ml
30	Phencyclidine	25ng/ml
31	Methaqualone	150ng/ml
32	Opiates	300ng/ml
33	Barbiturates	150ng/ml
34	Benzodiazepines	150ng/ml
35	Synthetic Narcotics:	
36	Methadone	150ng/ml
37	Propoxyphene	150ng/ml

38
39 **IX. TEST RESULTS (Blood and Urine)**

40 **A. Reporting Results.**

- 41
42 1. The laboratory shall disclose to the Medical Review Officer (MRO)
43 a written positive confirmed test result report within seven (7)

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

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

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

1 the employee or job applicant to discuss positive test results, the
2 MRO will contact a designated management official to arrange for
3 the employee or applicant to contact the MRO. The MRO may
4 verify a positive test without having communicated to the employee
5 or applicant about the results of the test, if (1) the employee or
6 applicant declines the opportunity, or (2) within two calendar days
7 after contacting the designated management official the employee
8 or applicant has not contacted the MRO. Further, employees or
9 applicants must cooperate fully with the MRO. Failure to meet with
10 the MRO upon his or her request or failure to promptly provide
11 requested information will result in an applicant not being hired and
12 an employee immediately being placed upon suspension without
13 pay and may result in discharge.

14
15 6. Within five (5) calendar days after the City receives a confirmed
16 positive test result from the MRO, the City will notify the employee
17 or job applicant in writing of such test results, the consequences of
18 such results, and the options available to the employee or job
19 applicant, including the right to file an administrative or legal
20 challenge. Notification shall be mailed certified or hand delivered.
21 Hand delivery is the preferred method of providing notice to
22 employees. Mailed notification shall be deemed received by the
23 employee or applicant when signed for, or seven (7) calendar days
24 after mailing, whichever occurs first.

25
26 7. The Employee Health Services will, upon request, provide to the
27 employee or job applicant a copy of the test results (positive or
28 negative).

29
30 8. Unless otherwise instructed by the City in writing, all written records
31 pertaining to a given specimen will be retained by the drug testing
32 laboratory for a minimum of two (2) years. The drug testing
33 laboratory shall retain (in properly secured refrigerated or frozen
34 storage) for a minimum period of 210 calendar days, all confirmed
35 positive specimens. Within this 210 calendar-day period the City,
36 employee, job applicant, MRO or HCA may request in writing that
37 the laboratory retain the specimen for an additional period of time.
38 If no such request, or notice of challenge is received (see
39 paragraph IX(B)(3) below), the laboratory may discard the
40 specimen after 210 calendar days of storage.

41
42 **B. Challenges to Test Results**

43
44 1. Within five (5) working days (Monday thru Friday, 0800 – 1700,
45 except observed/designated holidays) after receiving notice of a
46 positive, confirmed and verified test result from the City, the

1 employee or job applicant may submit information to the City
2 explaining or contesting the test results and why the results do not
3 constitute a violation of this program. The employee or job
4 applicant will be notified in writing if the explanation or challenge is
5 unsatisfactory to the City. This written explanation will be given to
6 the employee or job applicant within fifteen (15) calendar days of
7 receipt of the explanation or challenge, and will include why the
8 employee's or job applicant's explanation is unsatisfactory, along
9 with the report of positive results. All such documentation will be
10 kept confidential and will be retained for at least one (1) year.
11

12 2. Employees may challenge employment decisions made pursuant
13 to this program as may be authorized by the City personnel policy
14 or IAFF collective bargaining agreement.
15

16 3. When an employee or job applicant undertakes an administrative
17 or legal challenge to the test results, it shall be the employee's or
18 job applicant's responsibility to notify the City through its Human
19 Resources Director and the laboratory, in writing, of such challenge
20 and such notice shall include reference to the chain of custody
21 specimen identification number. After such notification, the sample
22 shall be retained by the laboratory until final disposition of the case
23 or administrative appeal.
24

25 4. There shall be written procedures for the action to be taken when
26 systems are out of acceptable limits or errors are detected in
27 accordance with 49 CFR, Part 40.
28

29 **C. Employee/Applicant Protection**
30

31 1. During the 180-day period after the employee's or applicant's
32 receipt of the City's written notification of a positive test result, the
33 employee or applicant may request that the City have a portion of
34 the specimen retested, at the employee's or applicant's expense.
35 The retesting must be done at another HCA-licensed laboratory.
36 The second laboratory must test at equal or greater sensitivity for
37 the drug in question as the first laboratory. The first laboratory
38 which performed the test for the City will be responsible for the
39 transfer of the portion of the specimen to be retested, and for the
40 integrity of the chain of custody for such transfer.
41

42 2. The drug testing laboratory will not disclose any information
43 concerning the health or mental condition of the tested employee or
44 job applicant.
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- 3. The City will not request or receive from the testing facility any information concerning the personal health, habit or condition of the employee or job applicant including, but not limited to, the presence or absence of HIV antibodies in a worker's body fluids.
- 4. The City will not dismiss, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test.
- 5. The City will not dismiss, discipline or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while in the employ of the City, for a drug-related problem, if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered an alcohol or drug rehabilitation program. This shall not prevent follow-up testing as required by this program.

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X. EMPLOYEE ASSISTANCE PROGRAM (EAP)

- A. The City regards its employees as its most important asset. Accordingly, the City maintains an EAP which provides help to employees who suffer from alcohol or drug abuse and other personal or emotional problems. Employees with such problems should seek confidential assistance from the EAP or other community resources before drug or alcohol problems lead to disciplinary action. Employees may contact Employee Health Services for the name of the City's EAP.
- B. Information about a self-referred employee's contact with the EAP is confidential and will not be disseminated without the employee's permission. Further, an employee is not subject to discipline solely as a result of a self referral for treatment.
- C. However, use of the EAP or other community resources will not shield the employee from appropriate disciplinary action for violations of the City/IAFF Drug-Free Workplace Program if such violations come to the City's attention through other means, including, but not limited to, reports from employees or outsiders, direct observation, or drug testing.
- D. Employees referred to the EAP as a result of a first violation of the City/IAFF Drug-Free Workplace Program may, at the City's discretion, be allowed to continue their employment with the City provided:
 - 1. They contact the EAP and strictly adhere to all the terms of treatment and counseling;

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2. Immediately cease any and all abuse/use of alcohol/drugs; and
 3. Consent in writing to periodic unannounced testing for a period of up to 60 months after returning to work or completion of any rehabilitation program, whichever is later.
 4. Pass all drug test(s) administered under this program.
 5. The employee executes and abides by an agreement describing the required conditions.
- E. Participation in any evaluation, treatment, or counseling program will be at the employee's expense unless participation in the particular program is required by the City, or unless the employee is entitled to such benefits under the terms of the City's group health plan or by other available benefits.

19 **XI. INVESTIGATION**

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- A. To ensure that illegal drugs and alcohol do not enter or affect the workplace, the City reserves the right to undertake reasonable searches of all vehicles, containers, lockers, or other items on City property in furtherance of this program. Individuals may be requested to display personal property for visual inspection.
- B. Searches for the purpose described herein will be conducted only where the City has reasonable suspicion that the employee has violated the City/IAFF Drug-Free Workplace Program, and that evidence of such misconduct may be found during the search.
- C. Preventing a premises/vehicle search or refusing to display personal property for visual inspection will be grounds for dismissal and/or denial of access to City premises.
- D. Searches of an employee's personal property will take place only in the employee's presence. All searches under this program will occur with the utmost discretion and consideration for the employee involved.
- E. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched except by law enforcement personnel having lawful authority to do so.

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

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

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

21 B. Arrests:

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

35 During the preliminary investigation, an employee may be placed on leave
36 with pay, if applicable, or removed from safety sensitive or "special risk"
37 assignments/positions. After the preliminary investigation is completed,
38 but in no event later than 15 calendar days after the employee's
39 department head learns of the arrest, normal personnel procedures shall
40 be implemented.
41

42 **XIII. CONFIDENTIALITY**
43

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

9
10 The provisions of §119.07 to the contrary notwithstanding:

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

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

- 29 1. The name of the person who is authorized to obtain the information.
- 30 2. The purpose of the disclosure.
- 31 3. The precise information to be disclosed.
- 32 4. The duration of the consent.
- 33 5. The signature of the person authorizing release of the information.

34
35 C. Information on drug test results shall not be released or used in any criminal
36 proceedings against the employee or job applicant. Information released
37 contrary to this section shall be inadmissible as evidence in any such
38 criminal proceedings.

39
40 D. Nothing herein shall be construed to prohibit the employer, agent or the
41 employer, or laboratory conducting a drug test from having access to
42 employee drug test information when consulting with legal counsel in
43
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1 connection with actions brought under or related to this section or when the
2 information is relevant to its defense in a civil or administrative matter.
3

4 **XIV. RECORDS AND TRAINING**

5 6 **A. Resource File**

7
8 The City will maintain a current resource file of providers of employee
9 assistance including alcohol and drug abuse programs, mental health
10 providers, and various other persons, entities or organizations designed to
11 assist employees with personal or behavioral problems. The City will
12 inform employees and new hires about various employee assistance
13 programs that the employer may have available. The information shall be
14 made available at a reasonable time convenient to the City in a manner
15 that permits discreet review by the employee. The City will provide the
16 names, addresses, and telephone numbers of employee assistance
17 programs and local alcohol and drug rehabilitation programs to employees
18 and applicants.
19

20 **B. Individual Test Results**

- 21
22 1. The MRO shall be the sole custodian of individual positive test
23 results.
- 24
25 2. The MRO shall retain the reports of individual positive test results
26 for a period of two (2) years.
- 27
28 3. The City shall keep confidential and retain for at least one (1) year
29 an employee's challenge or explanation of a positive test result, the
30 City's response thereto, and the report of positive result.
- 31
32 4. The City shall keep all negative test results for two (2) years.

33 34 **C. General Records of the City**

- 35
36 1. Records which demonstrate that the collection process conforms to
37 all appropriate state or federal regulations shall be kept for three (3)
38 years.
- 39
40 2. A record of the number of employees tested by type of test shall be
41 kept for five (5) years.
- 42
43 3. Records confirming that managers, supervisors and employees
44 have been trained under this program shall be kept for three (3)
45 years.

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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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