

**AGREEMENT BETWEEN THE
CITY OF GAINESVILLE**

AND

**FIRE DISTRICT CHIEFS
OF THE
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
LOCAL NO. 2157**

OCTOBER 1, 2023 -- SEPTEMBER 30, 2026

TABLE OF CONTENTS

PREAMBLE	4
ARTICLE 1 RECOGNITION	5
ARTICLE 2 DURATION.....	5
ARTICLE 3 UNION SECURITY AND CHECK OFF	6
ARTICLE 4 NON-DISCRIMINATION.....	7
ARTICLE 5 LIABILITY	8
ARTICLE 6 CONTRACT SAVING CLAUSE	8
ARTICLE 7 TRANSFER OF DEPARTMENT AGREEMENT.....	8
ARTICLE 8 MANAGEMENT RIGHTS	9
ARTICLE 9 PROHIBITION OF STRIKES.....	10
ARTICLE 10 OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITY.....	10
ARTICLE 11 TOBACCO USE PROHIBITION.....	11
ARTICLE 12 EMPLOYEE ASSISTANCE PROGRAM	11
ARTICLE 13 DISCHARGE AND DISCIPLINE.....	12
ARTICLE 14 GRIEVANCE PROCEDURE	13
ARTICLE 15 HEALTH AND SAFETY.....	17
ARTICLE 16 DRUG-FREE WORKPLACE	18
ARTICLE 17 PROMOTION	18
ARTICLE 18 PERSONNEL REDUCTION	19
ARTICLE 19 UNION ACTIVITY AND BUSINESS	19
ARTICLE 20 PENSIONS.....	21
ARTICLE 21 HEALTH AND LIFE INSURANCE	21
ARTICLE 22 UNIFORMS, PROTECTIVE CLOTHING, AND EQUIPMENT	21
ARTICLE 23 TUITION REIMBURSEMENT	22
ARTICLE 24 HOLIDAYS	22
ARTICLE 25 VACATION/ANNUAL LEAVE	24
ARTICLE 26 SICK LEAVE	28
ARTICLE 27 BEREAVEMENT LEAVE.....	29
ARTICLE 28 TRADE TIME.....	29
ARTICLE 29 JURY DUTY	30

ARTICLE 30 LEAVE WITHOUT PAY.....	30
ARTICLE 31 MILITARY LEAVE	31
ARTICLE 32 WAGES.....	32
ARTICLE 33 HOURS OF WORK.....	35
ARTICLE 34 WORKERS' COMPENSATION.....	36
ARTICLE 35 LONGEVITY.....	37
ARTICLE 36 ENTIRE AGREEMENT	37
ATTACHMENT A – IAFF DC PAY PLAN	
ATTACHMENT I – HEALTH ASSESSMENT INFORMATION	
ADDENDUM D – DRUG FREE WORKPLACE	

PREAMBLE

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 the following Gainesville Fire Rescue Department classification: Fire District Chief, as certified by the Public Employees Relations Commission of the State of Florida, Certification number 1249.

1.2 The Union recognizes the City Manager of the City or his/her 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/her designated representative as the official spokesperson between the Union and the City.

1.4 The members covered by this agreement shall appoint a representative to participate in any matter relating to the negotiation or interpretation of this Agreement, or any other working condition covering members of this Bargaining Unit.

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, 2026.

2.3 This Agreement shall be automatically renewed from year-to-year after September 30, 2026, 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.

2.4 This Agreement shall remain in full force and effect during the period of negotiations for a modification of this Agreement.

2.5 Except as otherwise expressly provided for herein, the terms of this Agreement shall be effective beginning with the first full pay period following ratification by the City Commission.

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 fourteen (14) calendar days after the remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect. This dues authorization may be revoked by the employee or retiree upon thirty (30) days written notice to the City and to the Union.

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

3.4 The Union shall indemnify, defend and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by

1 reason of action taken or not taken by the City in reliance upon documents or
2 cards or other information furnished to the City by the Union in complying with
3 any of the provisions of this Article. The Union assumes full responsibility for
4 the disposition of the monies so deducted once they have been turned over to
5 the Secretary-Treasurer of the Union.

6
7 **ARTICLE 4**
8 **NON-DISCRIMINATION**
9

10 4.1 Employees of the City shall have the right to form, join, and participate in, or to
11 refrain from forming, joining or participating in any employee organization of
12 their own choosing. No employee shall be intimidated, restrained, coerced or
13 discriminated against by either the City or the Union because of the exercise of
14 these rights.

15 4.2 The City and the Union shall apply the provisions of this Agreement equally to
16 all employees without discrimination because of age, sex, race, color, religion,
17 national origin, political affiliation, disability, marital status, or membership or
18 non-membership in the Union as required by applicable federal or state law. In
19 addition, the City and the Union shall apply the provisions of this Agreement
20 equally to all employees without discrimination because of sexual orientation or
21 gender identity as required by applicable City ordinance or City policy.

22 4.3 Any grievance which alleges that an employee was discriminated against in the
23 terms and conditions of their employment, because of his or her age, sex, etc.
24 (the reasons described in 4.2 above), shall be handled in the grievance
25 procedure only through the third step and shall not be processed through
26 arbitration.

27 4.4 In interpreting this article, an arbitrator shall have no authority to modify, amend,
28 ignore, add to, subtract from, or otherwise alter or supplement this agreement or
29 any part thereof, or make any amendment thereto.
30
31

ARTICLE 5

LIABILITY

5.1 Liability shall be administered in accordance with City of Gainesville Human Resources Policy number G-4. The City will not substantially modify application of this policy, as pertains to Fire District Chiefs, unless the union is provided an opportunity to negotiate in accordance with Chapter 447, Florida Statutes, concerning the change.

ARTICLE 6

CONTRACT SAVING CLAUSE

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

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

ARTICLE 7

TRANSFER OF DEPARTMENT AGREEMENT

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

ARTICLE 8

MANAGEMENT RIGHTS

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

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

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

1 8.4 The City of Gainesville and IAFF Local 2157 mutually agree to implement "The
2 Safer Staffing Model" prior to September 30th, 2024. The "Safer Staffing Model"
3 is more commonly referred to as either a 4 platoon or 24/72 staffing model.
4 Upon mutual agreement that adequate staffing exists, an implementation date
5 shall be mutually agreed upon with a minimum seven (7) calendar days' notice
6 to employees.
7

8 **ARTICLE 9**
9 **PROHIBITION OF STRIKES**
10

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

17 9.2 The Union agrees to notify all Local officers and representatives of their
18 affirmative obligation and responsibility for maintaining compliance with this
19 Article, including their responsibility to remain at work during any interruption
20 which may be caused or initiated by others, and to encourage employees
21 violating Section 9.1 to return to work, and to firmly undertake all reasonable
22 means to end such.
23

24 **ARTICLE 10**
25 **OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITY**
26

27 10.1 Outside Employment or Business Activity shall be administered in accordance
28 with City of Gainesville Human Resources Policy number E-7, revised 4/3/14.
29 The City will not substantially modify application of this policy, as pertains to
30 Fire District Chiefs, unless the union is provided an opportunity to negotiate in
31 accordance with Chapter 447, Florida Statutes, concerning the change.

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1 **ARTICLE 11**

2 **TOBACCO USE PROHIBITION**

3
4 11.1 The Surgeon General of the United States has determined that the use of
5 tobacco products, particularly cigarettes, contributes to the development of a
6 number of heart and lung diseases.

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

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

- 13 1. Individuals promoted to the rank of Fire District Chief after October 1,
14 1999 are prohibited from using tobacco products.
15 2. The Union agrees that this policy itself will not be grieved.
16 3. The City agrees to provide courses to stop the use of tobacco for those
17 employees wishing to quit tobacco use.
18

19 **ARTICLE 12**

20 **EMPLOYEE ASSISTANCE PROGRAM**

21
22 12.1 Employee Assistance shall be administered in accordance with City of
23 Gainesville Human Resources Policy number B-2. The City will not
24 substantially modify application of this policy, as pertains to Fire District
25 Chiefs, unless the union is provided an opportunity to negotiate in accordance
26 with Chapter 447, Florida Statutes, concerning the change.
27
28

ARTICLE 13

DISCHARGE AND DISCIPLINE

- 13.1 Employer reserves the right to discipline or discharge any employee for just cause. It is understood by the parties that employees are subject to all applicable rules and regulations of the City and the Fire Department.
- 13.2 Any official written reprimand shall be furnished to the employee outlining the reason for the reprimand. The employee will be requested to sign the statement; however, signature does not necessarily imply agreement. If the employee refuses to sign, this refusal shall be noted and placed in the employee's personnel file. Whenever possible, the City will make every effort to reprimand an employee in a private manner so as to avoid embarrassing the employee.
- 13.3 Disciplinary actions involving discharge, demotion and suspension with loss of pay may be subject to the grievance provisions of this Agreement. Written Instruction and Cautioning (Employee Notices) are subject to the grievance provisions of this Agreement. Written and verbal warnings (memorandums) are not subject to the grievance provisions of this Agreement, and are not placed in personnel files at the Human Resources Department. Such warnings are not to be considered a "first offense" under City Human Resources Policy E-3.
- 13.4 Any discharged employee who has completed his/her probationary period shall have the right to appeal said discharge directly to the third step of the grievance procedure provided such appeal is made within seven (7) calendar days from the effective date of such action.
- 13.5 The discharge or layoff of probationary employees on initial hire or rehire shall not be subject to the grievance procedure of this Agreement.
- 13.6 Any employee, upon request, shall be entitled to Union representation at disciplinary interviews or conferences, in accordance with law.
- 13.7 Any oral or written warning in an employee's file shall not be considered in any subsequent disciplinary actions after eighteen (18) months from the date of

1 issue provided there have been no further violations of a similar nature by the
2 same employee during this period.

3 13.8 When imposing incremental discipline, the Fire Chief will not use prior
4 disciplinary action for infractions of the same rule that have occurred more than
5 eighteen (18) months prior to the date of the current violation under
6 consideration.

7 13.9 However, the above 13.7 and 13.8 may be considered as part of the overall
8 disciplinary record when used as justification for discharge.

9 13.10 All investigations of bargaining unit personnel shall adhere to Firefighter Bill of
10 Rights.

11 **ARTICLE 14**
12 **GRIEVANCE PROCEDURE**
13

14 14.1 A grievance is defined as a claim reasonably and suitably founded concerning
15 the alleged violation of the interpretation and application of the express
16 provisions of this Agreement.

17 14.2 Rules for Grievance Processing:

18 It is agreed:

19 A. A grievance must be brought forward within fourteen (14) days after the
20 employee, through use of reasonable diligence, should have obtained
21 knowledge of the occurrence of the event giving rise to the grievance.

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

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

29 D.

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

- 1 (1) A complete statement of the grievance and facts upon which
2 it is based;
3 (2) The section or sections of this Agreement claimed to have
4 been violated; and
5 (3) The remedy or correction requested.

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

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

17 14.3 Any grievance filed shall systematically follow the grievance procedure as
18 outlined herein and shall adequately set forth the facts pertaining to the alleged
19 violation:

20 STEP ONE: An employee who has a grievance may, with or without
21 Union representation, submit it in writing to the immediate
22 supervisor within the time limit established in 14.2.A. above.
23 The immediate supervisor shall hold a meeting within seven
24 (7) calendar days of receipt of the grievance and give a
25 written response to the employee within seven (7) calendar
26 days after holding such meeting. The aggrieved employee,
27 upon his/her request, may be accompanied at this meeting,
28 by the Union representative.

29 STEP TWO: If the Grievance is not settled at Step 1, the aggrieved
30 employee or the Union may submit a written appeal to the
31 Deputy Fire Chief within seven (7) calendar days after the

Step 1 answer was due and shall be signed by the employee. The Deputy Fire Chief or designee shall hold a meeting within seven (7) calendar days of receipt of the request and give a written response to the employee and the Union within seven (7) calendar days after holding such meeting.

STEP THREE: If the appeal is not settled at Step 2, the aggrieved employee or the Union may submit a written appeal to the City Manager within seven (7) calendar days after the Step 2 answer was due and shall be signed by the employee and the Union representative. The City Manager or designee shall hold a meeting within seven (7) calendar days of receipt of the request and give a written response to the employee and the Union within seven (7) calendar days after holding such meeting.

14.4 If the grievance is not settled in accordance with the foregoing procedure, the Union may request arbitration by serving written notice of intent to appeal on the Human Resources Director within ten (10) calendar days after receipt of the City's response in Step 3. A copy is to be provided to the Office of the City Manager. The written notice shall include a copy of the previous grievance which must state the facts of the case and list the article(s) and the section(s) of such article(s) of this contract alleged to have been violated. If the grievance is not appealed to arbitration within said ten (10) days, the City's Step 3 answer shall be final and binding.

14.5 Within ten (10) calendar days after receipt of the request for arbitration, the party requesting arbitration shall complete a "Request For Arbitration Panel Form" and submit it along with a check for one-half (½) the cost of the panel to the Human Resources Director who shall sign and submit it to the Federal Mediation and Conciliation Service (FMCS). The panel shall be for seven (7) arbitrators; unless the parties can mutually agree on an arbitrator to hear the grievance. This panel shall consist of arbitrators residing in Florida unless the

parties agree otherwise. If the party requesting arbitration does not submit a "Request For Arbitration Panel Form" to the Human Resources Director within said ten (10) calendar days, the answer at the previous step shall be binding.

14.6 Within ten (10) calendar days after receipt of the list, the Union shall notify the Human Resources Director in writing requesting a date and time to meet and alternately cross out names on the list. Failure of the Union to notify the Human Resources Director in writing within the ten (10) calendar days of receipt of the list shall result in the City's Step 3 answer being final and binding.

14.7 Both the City and the Union shall have the right to alternately strike names from the panel list. In all cases the party requesting arbitration shall cross out the first name. The remaining person shall be the arbitrator. FMCS shall be notified of the selection, following instructions on the FMCS form, within ten (10) days of the selection being made. The arbitrator shall be notified of his/her selection, following instructions from FMCS, within ten (10) calendar days of receiving those instructions, by a joint letter from the City and the Union requesting that he/she set a time and place, subject to the availability of the City and Union representatives. A copy of this article shall be included.

14.8 The arbitration shall be conducted under the Rules of the FMCS unless otherwise covered in this agreement. The arbitrator shall have no authority to modify, amend, ignore, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or make any amendment thereto. The arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the City and the Union and shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to the arbitration, which is not a grievance as defined in Section 14.1, or which is not specifically covered by this Agreement. The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question which is presented to him/her, which question must be actual and existing. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by

the parties, whichever is later, provided that the parties may mutually agree in writing to extend said limitation. Consistent with this section, the decision of the arbitrator shall be final and binding.

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

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

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

ARTICLE 15

HEALTH AND SAFETY

15.1 Employees covered by this Agreement are expected to demonstrate the Department's commitment to a physically fit work force. The City agrees to allow up to one (1) hour per shift for employees working an average fifty-two (52) hour schedule and up to three (3) hours per week for employees working a forty (40) hour per week schedule for the purpose of maintaining physical fitness.

15.2 It is agreed by the City and the Union to adopt as its physical fitness program the most current edition of the IAFF/IAFC Fire Service Joint Labor-Management Wellness-Fitness Initiative (WFI), except for the reference to the annual physician physical examination which will be replaced by the current City practice as listed in Attachment I.

15.3 Employees covered by this Agreement agree that the Department Physical Fitness Committee sets the requirements not addressed by the WFI and agree to comply with the requirements set forth by the Department Physical Fitness Committee and such requirements must be approved by the Department. Employees are eligible for an annual physical fitness incentive award as determined by the Department's Physical Fitness Committee.

1 **ARTICLE 16**

2 **DRUG-FREE WORKPLACE**

3
4 16.1 The City and the Union recognize that substance abuse in our nation and our
5 community exacts staggering costs in both human and economic terms.
6 Substance abuse can be reasonably expected to produce impaired job
7 performance, lost productivity, absenteeism, accidents, wasted materials,
8 lowered morale, rising health care costs, and diminished interpersonal
9 relationship skills. The City and the Union share a commitment to solve this
10 problem and to create and maintain a drug-free work place.

11 16.2 The parties have agreed that the Drug-Free Workplace program shall be
12 administered in accordance with City of Gainesville Drug-Free Workplace
13 Program (see attached Addendum "D" to the City of Gainesville Drug-Free
14 Workplace Program titled "International Association of Fire Fighters.") The
15 City will not substantially modify application of this policy, as pertains to Fire
16 District Chiefs, unless the union is provided an opportunity to negotiate in
17 accordance with Chapter 447, Florida Statutes, concerning the change.
18

19 **ARTICLE 17**

20 **PROMOTION**

21
22 17.1 The promotional probationary period shall be for one (1) year. When a
23 member covered by this Agreement has been promoted or appointed, but fails
24 to successfully complete the probationary period, he/she shall revert to the
25 position of his/her former classification.

26 17.2

27 A. The fire Chief will seek internal candidates first. If there are not sufficient qualified
28 internal candidates (minimum 3 per position), the department may advertise for external
29 candidates.

30 **EDUCATION AND EXPERIENCE**

1 An Associate degree from an accredited college or university is required, supplemented
2 by appropriate technical training, preferably through the National Fire Academy in
3 Incident Command, Hazardous Materials, Emergency Medical Services Management,
4 Fire Code Administration, Fire Prevention, Arson Investigation, and Personnel
5 Management, Training Program Management and/or Human Resources, and seven (7)
6 years of experience in a public fire department, which includes two (2) as a Company
7 Officer.

8 A Bachelor degree from an accredited college or university is preferred for this job and
9 will be required to promote to higher levels within the Fire Department.

10 CERTIFICATIONS OR LICENSES

11 Licenses

12 Valid Driver's License required upon appointment. Valid Florida Driver License required
13 within 30 days of appointment.

14 Certifications

15 Firefighter II certification required in compliance with criteria set forth by the Florida
16 Division of State Fire Marshal required at the time of appointment.

17 Paramedic certification required in compliance with criteria set forth by the Florida
18 Department of Health or the National Registry of Emergency Medical Technicians at the
19 time of appointment.

20 State of Florida Fire Officer II certification at time of appointment.

21 Completion of ICS400 for Advanced emergency management training by U.S.

22 Department of Homeland Security at time of appointment.

23 G191-ICS/EOC Interface for Incident Command System/Emergency Operations Center
24 at time of appointment.

25 Completion of the District Fire Chief development course within 6 (six) months of hire.

26 Completion of the Blue Card Incident Command Certification class preferred.

27 Valid State of Florida Municipal Inspector Certificate preferred.

28 Valid Fire Service Instructor certification preferred.

29 Valid Hazardous Materials Technician (HazMat) or Technical Rescue certification
30 preferred.

31 Fire Officer (FO) Designation from the Center for Public Safety Excellence preferred.

1
2 It is recognized and agreed that this decision and the selection process is at the sole
3 discretion of the Fire Chief. Vacancies shall be filled within one hundred twenty (120)
4 days of a position becoming open, assuming there is a current list, unless such position
5 has been eliminated.

6
7 17.3 The parties recognize there is value in purposeful training and education.
8 Furthermore, and to that end, the parties agree to embrace the department's
9 Professional Development Model, which is designed to guide members in
10 ongoing development.

11
12 **ARTICLE 18**
13 **PERSONNEL REDUCTION**
14

15 18 .1 Personnel reduction and layoff shall be administered in accordance with City
16 of Gainesville Human Resources Policy number E-5, adopted 11/5/15. The
17 City will not substantially modify application of this policy, as pertains to Fire
18 District Chiefs, unless the union is provided an opportunity to negotiate in
19 accordance with Chapter 447, Florida Statutes, concerning the change.

20
21 **ARTICLE 19**
22 **UNION ACTIVITY AND BUSINESS**
23

1 19.1 Solicitation and/or other Union business of any and all kinds shall not be
2 engaged in during working hours of any employee. In addition, the Union, its
3 members, agents, representatives, or any persons acting on their behalf are
4 also prohibited from distributing literature during working hours in areas where
5 the actual work of public employees is performed. This section shall not
6 prohibit the distribution of literature during the employee's lunch hour, after
7 5:00 p.m., or in such areas not specifically devoted to the performance of the
8 employee's official duties.

9 19.2 Members covered by this agreement shall be allowed to use Union Time Pool
10 hours in increments of at least one (1) hour for the purpose of union business.
11 Employees who are members of Local 2157 may be granted time off up to a
12 maximum of three (3) (includes both bargaining units) in any one instance by
13 the Fire Chief or designee to attend to union business without loss of straight-
14 time pay or benefits by using Union pool time. However, only one (1) member
15 covered by this agreement may be allowed time off. For Union pool time to be
16 granted:

17 A. A written request for use of union pool time is submitted to the
18 employees' immediate supervisor in advance of time off. It is further
19 provided, however, that two weeks' notice must be given in order to use
20 pool time to attend annual meetings.

21 B. The Fire Chief or designee shall have the right to restrict the number of
22 persons off for Union time or to revoke previously authorized Union time
23 except for two (includes both bargaining units) individuals when an
24 emergency condition exists or such time off from regular assignments
25 would create a clear and present danger to public safety.

26 19.3 It shall be the Union's responsibility to supply to the City a Union Time Pool
27 Authorization form, which includes the name of the employee and the hours of
28 vacation time donated by the employee to the pool. The form must be signed
29 by the employee donating time. Time donation may be made each April 1 and
30 October 1 and shall be in increments of not less than two (2) hours nor more
31 than forty-eight (48) hours. A written request for the use of Time Pool is to be

1 submitted to the employee's supervisor in advance to use time off. Charges
2 against the Union Time Pool shall only be made when approved by the
3 President or Secretary-Treasurer of the Union.

4 19.4 A record of all time donated and drawn against the Union Time Pool shall be
5 kept by the Fire Department and the Union. The Union shall indemnify, defend,
6 and hold the City harmless against any and all claims made and against any
7 suits instituted against the City on account of the City complying with any of the
8 provisions of this Article.

9 19.5 If the Union Pool Time becomes depleted, anyone engaging in Union activities
10 during working hours shall do so without pay, unless otherwise provided for in
11 this agreement.
12
13

ARTICLE 20

PENSIONS

- 20.1 The City proposes to incorporate Chapter 2, Article VII, Division 8, of the City of Gainesville Code of Ordinances, as amended, in the Agreement by reference.
- 20.2 The parties mutually agree to the share plan as provided in Sec. 2-609. - Supplemental retirement program for firefighters.
- 20.3 Either party may reopen this Article for negotiations at any time during the month of October of each contract year.

ARTICLE 21

HEALTH AND LIFE INSURANCE

- 21.1 Premium increases shall be shared equally by the employee and the employer; provided that the employee shall not pay more than twenty percent (20%) of the total premium for "Employee Only" coverage. Part-time employees shall pay bi-weekly for Health insurance on a three-quarter ($\frac{3}{4}$) or one-half ($\frac{1}{2}$) time based upon the budgeted level of their part-time position.
- 21.2 The City, during the term of this Agreement, will pay one hundred percent (100%) of the premium cost for life insurance.

ARTICLE 22

UNIFORMS, PROTECTIVE CLOTHING, AND EQUIPMENT

- 22.1 The City shall provide the employees covered by this Agreement with all uniforms, protective clothing, and equipment as required by the Department.
- 22.2 The City shall replace all items as necessary, except when the item is damaged or lost as a result of the employee's negligence. The employee upon request by the City, shall turn in items to be replaced when replacements are issued.

22.3 To maintain uniforms in a clean and presentable manner, the City during the term of this Agreement (October 1, 2023 – September 30, 2026) shall allot to each employee during each year of the Agreement, an annual amount of \$0.00 to be paid on a bi-weekly basis.

ARTICLE 23

TUITION REIMBURSEMENT

23.1 Tuition Reimbursement shall be administered in accordance with City of Gainesville Human Resources Policy number B-1, which was revised on 4/3/14, and Human Resources Procedure B-1, which was revised on 5/4/14. The City will not substantially modify application of this policy, as pertains to Fire District Chiefs, unless the union is provided an opportunity to negotiate in accordance with Chapter 447, Florida Statutes, concerning the change.

ARTICLE 24

HOLIDAYS

24.1 The City observes the following paid holidays but reserves the right to schedule work on these days if City business demands.

Holidays Observed by Employees:

New Year's Day	January 1*
Martin Luther King, Jr.'s Birthday	January 15*
Memorial Day	Last Monday in May
Juneteenth	June 19*
Independence Day	July 4*
Labor Day	First Monday in September
Veterans' Day	November 11*
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving

Christmas Day	December 25
Day after Christmas	December 26
Easter	First Monday after Easter Sunday
One Additional Holiday	Mutually agreed upon by the Parties

*Whenever the actual holiday falls on a Saturday, it will be observed the Friday before; whenever the actual holiday falls on a Sunday, it will be observed the Monday after.

24.2 Holiday Policy (for non-shift employees only):

All regular full-time non-shift employees are entitled to the above paid holidays as listed in paragraph 24.1 . Regular part-time employees earn holiday leave proportionate to their work schedule.

Whenever any of the above listed holidays fall on a Sunday (or Monday for employees whose regular day off is Monday), the following workday shall be observed as the official holiday; whenever any of the listed holidays occur on a Saturday (or Friday for employees whose regular day off is Friday), the preceding workday 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.

24.3 Holiday Eligibility Requirement (for non shift employees only):

A) Non shift employees shall observe the holidays listed in 24.1, and shall receive the day off. Employees shall receive pay at his/her regular straight time hourly rate of pay for the holiday; provided, in order to be eligible for a paid holiday, an employee must be in pay status for a full day on his/her assigned workdays immediately before and after the day on which the holiday is observed. Hours compensated shall match the scheduled holiday work hours of the employee.

24.4 Employee's Sickness (for non shift employees only):

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

1 24.5 A) Twenty-four hour shift employees shall be paid or granted time off at the
2 rate of ten (10) hours per day for each holiday. Such employees may
3 elect, prior to September 15 of each year, to either receive holiday pay
4 during the year or to receive one hundred- thirty (130 hours of holiday
5 time. Those employees choosing time off shall be credited on October 1
6 with 130 hours added to their annual leave.

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

10 24.6 Upon termination of employment, the employee shall be required to
11 reimburse the City (have deducted from his/her final paycheck) a pro rata
12 portion of used holiday time, if applicable. (Example: employee uses all 130
13 hours by March 30 and resigns as of that date, a deduction of 60 hours will
14 be made from his/her final paycheck.)

15 24.7 Unauthorized failure to report for work on a holiday after having been
16 scheduled to work on such holiday shall be Just Cause for denial of holiday
17 pay.

18
19
20 **ARTICLE 25**
21 **VACATION/ANNUAL LEAVE**

22
23 25.1 All regular full-time employees are eligible to earn annual leave. Regular part-
24 time employees earn annual leave proportionate to their work schedule.

25 25.2 Annual leave may be used for the following reasons:

26 A. Vacation.

27 B. For absence due to serious illness of a member of an employee's family.

28 C. For absence due to death of a person other than a member of
29 employee's immediate family (as defined in Human Resources Policy
30 Number L-2).

31 D. Religious holidays other than those designated as City holidays.

E. Absences to transact personal business which cannot be conducted on an employee's own time.

F. For absence due to sickness or disability when other appropriate leave is not available. (Employee may request the Department Head to allow him/her to remain on full pay for the period which can be covered by the vacation leave balance when pro-rated with the amount being paid by workers' compensation.)

25.3 Effective 10/01/2023 and until "The Safer Staffing Model" is implemented. Employees shall accrue vacation (annual leave) based on their leave progression date and shall be limited to the following:

40 Hour Employees

<u>Length of Service</u>	<u>Rate of Accrual Per Pay Period</u>
1 to 5 years (1 mo. thru 59 mos.)	3.70 Hrs.
5 to 10 years (60 mos. thru 119 mos.)	4.32 Hrs.
10 to 15 years (120 mos. thru 179 mos.)	5.23 Hrs.
15 to 20 years (180 mos. thru 239 mos.)	5.85 Hrs.
20 to 25 years (240 mos. thru 299 mos.)	7.08 Hrs.
25 years or more (300 mos. or more)	7.40 Hrs.

52 Hour Employees

<u>Length of Service</u>	<u>Rate of Accrual Per Year</u>	<u>Annual Leave Hours Earned</u>
1 to 5 years (1 mo. thru 59 mos.)	5 shifts	120
5 to 10 years (60 mos. thru 119 mos.)	6 shifts	144

10 to 15 years (120 mos. thru 179 mos.)	7 shifts	168
15 to 20 years (180 mos. thru 239 mos.)	8 shifts	192
20 years or more (240 months or more)	10 shifts	240

Upon implementation of "The Safer Staffing Model" All Employees shall accrue vacation (annual leave) based on their leave progression date and shall be limited to the following:

<u>Length of Service</u>	<u>Per Pay Period</u>
1 to 5 years (1 mo. thru 59 mos.)	3.70 Hrs.
5 to 10 years (60 mos. thru 119 mos.)	4.32 Hrs.
10 to 15 years (120 mos. thru 179 mos.)	5.23 Hrs.
15 to 20 years (180 mos. thru 239 mos.)	5.85 Hrs.
20 to 25 years (240 mos. thru 299 mos.)	7.08 Hrs.
25 years or more (300 mos. or more)	7.40 Hrs.

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

Time on leave of absence without pay shall not be included in length of service toward annual leave except for time on an approved military leave of absence without pay.

25.4 Paid vacation (annual leave) may not be taken during the initial six (6) months of employment or re-employment. After this initial six (6) month period, vacation leave may be taken with Department Head approval and chargeable

in quantities of not less than two (2) hours except as provided for under Family and Medical Leave Act (FMLA).

25.5 Effective 10/01/2023 and until "The Safer Staffing Model" is implemented, the maximum number of vacation hours allowed to be accrued is as follows:

Scheduled Hours Per Week	One-Five Years	Five-Ten Years	Ten-Twenty Years	Twenty or More Years
40	160	192	240	280
52	292	348	404	460

Effective upon implementation of "The Safer Staffing Model" The maximum number of vacation hours allowed to be accrued for all employees is as follows:

<u>Length of Service</u>	<u>Max Hours</u>
1 to 5	292
5 to 10	348
10 to 20	404
20 or more	460

Employees will be entitled to accrue additional vacation time once they have reached the maximum allowed them based on their scheduled hours per week. Employees with vacation balances above the maximum allowed as of the anniversary of their adjusted service date (leave progression date or date of regular employment with the city, whichever is later) shall have their balances reduced to the maximum allowed during the pay period in which the anniversary of their adjusted service date occurs. Any sick leave incentive time awarded will be added to the vacation (annual leave) balance after the maximum hours have been adjusted.

However, the City Manager shall be allowed to waive this policy for short periods of time in necessary and unusual circumstances.

25.6 Should a holiday occur during an employee's vacation, that day shall be charged as a holiday (for non-shift employees only), if holiday time is available

1 25.7 Employees shall not be paid for vacation leave earned in lieu of taking a
2 vacation. The only time employees may be paid for earned vacation leave is
3 upon termination, or upon entry into a Deferred Retirement Option Plan
4 (DROP).

5 25.8 Vacation leave shall not be granted in advance of being earned. If an
6 employee has insufficient leave credit to cover a period of absence, the
7 employee shall be in a no pay status.

8 25.9 Employees who are transferred from one department to another shall have
9 their vacation (annual leave) credits transferred with them.

10 25.10 Upon termination of employment the employee shall be entitled to
11 compensation for any earned but unused vacation (annual leave) to his/her
12 credit at the time of termination at the employee's normal base rate of pay at
13 the time of termination. The official termination date shall be the last day of
14 active employment and shall not be extended due to payment for unused
15 vacation (annual leave) time. This does not apply to employees having less
16 than six (6) months of service.

17
18 All employees who elect to participate in a regular DROP will have the one-
19 time option, with the election to enter the DROP, of retaining all or a portion
20 of their vacation balance to be used during participation in the DROP, or
21 receiving, at that time, compensation for some or all of the balance. In the
22 case of a reverse DROP, members may utilize the lesser of the vacation
23 balance in existence on the effective date of commencement of participation
24 or the balance in existence ninety (90) days after declaration of intention to
25 enter the reverse DROP.

26 **ARTICLE 26**

27 **SICK LEAVE**

28
29 26.1 Sick Leave shall be administered in accordance with City of Gainesville
30 Human Resources Policy number L-4 except as designated in the following
31 paragraphs.

26.2 Accrual Rate: Effective 10/01/2023 until "The Safer Staffing Model" is implemented, Employees shall accrue sick leave based on their employment date or leave progression date whichever is appropriate:

<u>Scheduled Hours Per Week</u>	<u>Rate of Accrual Hours Per Month</u>
52	12
40	8

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

Upon implementation of "The Safer Staffing Model" All employees shall earn 8 hours of sick leave per month.

a) Employees separated from the Fire Department by death, retirement, resignation, or lay-off, and those who participate in the Consolidated Pension DROP, shall, upon request, be compensated in cash, at the weighted average of their base hourly rates during the preceding five years, for one-half of sick leave accumulated and unused which appears on their records. At the time of their separation, or election at the time of entry in and/or at least forty five (45) calendar days prior to exit from the Consolidated Plan DROP, as the case may be, such payment shall not exceed the equivalent of a total of one thousand three hundred (1,300) hours.

Such payment shall only be made if the employee has, at the time of his/her separation, or entry in the Consolidated Plan DROP, used less than fifty percent (50%) of the sick leave he/she had accrued during his/her tenure with the Department; or for employees electing to be compensated during participation in (but at least 45 calendar days prior to exit from) the Consolidated Plan DROP, such payment shall only be made if the employee has, during his/her tenure with the Department prior to entry

1 AND during his/her time in the Consolidated Plan DROP, used less than
2 fifty percent (%) of the sick leave they accrued.

3 It is agreed that employees having a minimum balance of two hundred
4 forty (240) sick leave hours, having used no more than forty-eight (48)
5 hours of sick leave during the previous fiscal year, and who are at least 45
6 calendar days from exiting the DROP, may elect to sell up to forty (40)
7 hours of sick leave per year. This election may only be made during the
8 month of October of each year, and payment shall be made at the
9 employee's base hourly rate at the time of payment.

10 Additionally, each hour sold on any election made under this paragraph
11 shall reduce, by one hour, the total number of hours the employee would
12 have been able to sell upon separation, entry into the DROP, or during
13 participation in (but at least 45 calendar days prior to exit from) the DROP
14 (ex. $1,300 - 40 = 1,260$).

15
16 b) Except as provided below, employees receiving payment for sick leave, as
17 described in section 26.2 (a), may apply sick leave hours not redeemed for
18 cash payout to pension service credit. Sick leave hours redeemed for
19 cash payout are considered "used" and may not be converted to service
20 credit. Effective January 1, 2014, and sick leave accrued and unused after
21 such date shall not be converted to additional service credit for determining
22 pension benefits.

23 c) Upon entering into the DROP, employees may elect to apply unused sick
24 leave hours accrued as of December 31, 2013 to pension service credit
25 and/or to retain some or all of their unused sick leave for use during their
26 employment while participating in the DROP. Sick leave hours redeemed
27 for cash payout of sick leave balances upon retirement are considered
28 already "used" and may not be converted to credited service, or used a
29 sick leave during participation in the DROP. In the case of a reverse
30 DROP, members may utilize the lesser of the sick leave balance in
31 existence on the effective date of commencement of participation or the

1 balance in existence ninety (90) calendar days after declaration of
2 intention to enter the reverse DROP, subject to the limits described in (b)
3 above. Any unused sick leave remaining at the expiration of the DROP
4 participation or period will be forfeited.

5
6 d) The union agrees that once a retirement request is filed with the City, it
7 becomes irrevocable thirty (30) calendar days prior to the specified date
8 targeted for retirement.

9
10 **ARTICLE 27**
11 **BEREAVEMENT LEAVE**

12
13 27.1 In the event of death in an employee's immediate family, he/she shall be
14 granted leave for five (5) calendar days (no less than one (1) or more than two
15 (2) work days for 52-hour employees and not less than three (3) or more than
16 four (4) work days for 40-hour employees shall be used as paid Bereavement
17 Leave at the Fire Chief's discretion). The Fire Chief or designee may grant
18 additional leave as appropriate.

19
20 All other time in addition to bereavement leave as described above and any
21 bereavement leave granted in the event of the death of a relative, other than
22 those in the immediate family, shall be charged to Sick Leave or Annual Leave
23 (Vacation) for immediate family and Annual Leave (Vacation) for all others. The
24 employees shall be required to furnish to the Public Employer such information
25 as may be requested for the proper administration of this Article.

26
27 27.2 For the purpose of this Article, the following relationships shall be considered
28 immediate family: the employee's father, mother, foster parent, brother, sister,
29 spouse, certified or registered domestic partner, current father-in-law, father of
30 current certified or registered domestic partner, current mother-in-law, mother of
31 current certified or registered domestic partner, natural grandparents and

children holding the following relationships with the employee, the employee's spouse, or the employee's current certified or registered domestic partner natural, adopted, or stepchild(ren), or a child for whom the person has been appointed legal guardian or legal custodian.

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

27.4 Bereavement leave must be taken within 5 days of the death or funeral.

ARTICLE 28

TRADE TIME

28.1 Upon prior approval of the Fire Chief or his designee, an employee may agree with another employee, who is of equal classification to work in place of said other employee during that employee's scheduled work assignment, subject to the following:

- A) The City shall compensate the employee who was scheduled to work in the amount he would have earned had he worked and shall in no manner be liable for any wage for the hours worked by the substitute employee.
- B) The hours worked by the substitute employee shall not be considered hours worked by or paid for to the substitute employee.
- C) The request for the exchange of time form will be signed by the appropriate parties in advance. However, extenuating circumstances, which prevent the exchange of the time form from being signed by the appropriate parties in advance, will be given due consideration by the employee's immediate supervisor.
- D) When the exchange of time form is signed in advance, the substitute employee is responsible for reporting to duty.

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

4 F) An employee substituting for another employee will not be eligible for
5 vacation during the period of any portion thereof of the substitution
6 unless waived by the Assistant Chief for Operations.

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

10 28.2 No grievance may be filed by an employee or the Union alleging that the City
11 has any contractual liability for wages resulting directly or indirectly from the
12 application of this Article other than to compensate the employee originally
13 scheduled to work for those hours in an amount equal to what he would have
14 earned had he worked.

15
16 **ARTICLE 29**

17 **JURY DUTY**

18
19 29.1 Jury Duty shall be administered in accordance with City of Gainesville Human
20 Resources Policy number L-2. The City will not substantially modify
21 application of this policy, as pertains to Fire District Chiefs, unless the union is
22 provided an opportunity to negotiate in accordance with Chapter 447, Florida
23 Statutes, concerning the change.

24
25
26
27
28 **ARTICLE 30**

29 **LEAVE WITHOUT PAY**
30

30.1 Leave Without Pay shall be administered in accordance with City of Gainesville Human Resources Policy number L-5, revised 9/1/09. The City will not substantially modify application of this policy, as pertains to Fire District Chiefs, unless the union is provided an opportunity to negotiate in accordance with Chapter 447, Florida Statutes, concerning the change.

30.2 Effective the beginning of the term of this agreement, employees covered by this Agreement shall be eligible for Paid Parental Leave in accordance with HR Policy L-2: General Leave Policies.

Time worked that is compensated at a premium rate, as provided in paragraphs 33.4 and 33.5, shall continue to be paid at that rate during the first pay period that Paid Parental Leave commences and/or concludes.

Upon implementation of the "Safer Staffing Model", Paid Parental Leave shall be administered as follows:

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

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

C: Paid Parental Leave: "Paid Parental Leave" is defined as up to six (6) consecutive weeks of paid leave taken by the eligible employee immediately

1 after a covered event. An employee may choose to utilize accrued leave to
2 extend their parental leave up to an additional six (6) weeks.

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

11
12 Paid parental leave must be taken immediately after the covered event and, if
13 applicable, must be used concurrently with FMLA.

14
15 E: Notice: Employees must provide at least thirty (30) days advance notice
16 of the intent to take paid parental leave when the need is foreseeable. When
17 thirty (30) days notice is not foreseeable, the employee must provide notice as
18 soon as practicable.

19
20 When requesting paid parental leave, employees may be required to furnish
21 to the employer documentation sufficient to verify the covered event. This
22 may include a birth certificate, a court order finalizing adoption or placement of
23 a foster child, and/or FMLA paperwork. In all cases, an employee is required
24 to submit FMLA paperwork to the Risk Management Department.

25
26 Time worked that is compensated at a premium rate, as provided in
27 paragraphs 33.4 and 33.5, shall continue to be paid at that rate during the first
28 pay period that Paid Parental leave commences and/or concludes.

29
30
31 **ARTICLE 31**

MILITARY LEAVE

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

31.2 Reserve or Guard Annual Training:

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

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

31.3 Reserve or Guard Active Military Service (not annual training):

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

31.4 Request for Military Leave:

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

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

31.6 Military Leave Without Pay:

An employee ordered to active duty for emergency situations in excess of the time allowed for in paragraphs 31.2 and 31.4, shall be granted time off without pay or he/she may elect to use earned vacation leave, which shall not constitute a break in continuous service. Vacation leave will not be required prior to allowing leave without pay.

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

ARTICLE 32

WAGES

32.1 General Increases (COLAs) and Range Movement

- A. Effective the beginning of the first full pay period in October 2023, the pay range shall be adjusted by 5%. Employee base pay shall not be adjusted.
- B. Effective the beginning of the first full pay period in October 2024, the pay range shall be adjusted by 2%. In addition, employee base pay shall be adjusted by the same amount and at the same time the pay range is adjusted.
- C. Effective the beginning of the first full pay period in October 2025, the pay range shall be adjusted by 2%. In addition, employee base pay shall be adjusted by the same amount and at the same time the pay range is adjusted.

32.2 Implementation of Step Plan and Merit Based Increases

- A. 1. Effective the beginning of the first full pay period in January 2024, employees who have completed their initial probationary period and whose overall performance rating for the prior year is Meets Expectations or higher shall have their base rate slotted into the pay plan in Attachment A, limited by the pay range maximum. Slotting shall be accomplished by increasing the employees pay not less than one full pay step from their rate of pay prior to the adjustment. In the event an employee, who is

otherwise eligible, did not complete his/her initial probationary period during the prior rating period, the employee shall become eligible upon satisfactory completion (Meets Expectations or higher) of his/her initial probationary period. Payment in those instances shall be made prospectively from the first full pay period following completion of the initial probationary period.

2. Effective the beginning of the first pay period in January 2025 and January 2026, employees who have completed their initial probationary period and whose overall performance rating for the prior year is Meets Expectations or higher shall have their base rate increased by one pay step, limited by the pay range maximum. In the event an employee, who is otherwise eligible, did not complete his/her initial probationary period during the prior rating period, the employee shall become eligible upon satisfactory completion (Meets Expectations or higher) of his/her initial probationary period. Payment in those instances shall be made prospectively from the first full pay period following completion of the initial probationary period.

- B. For regular (non-probationary) employees, the review period is a one year period from October 1 through September 30th.
- C. Employees may be eligible for Special Merit Awards as authorized under City Human Resources Policy – Performance – Based Merit Awards.
- D. Employees covered by this Agreement shall continue to have their base pay rate reduced by two percent (2%) and the employer shall contribute such amount to the Retiree Health Savings (RHS) plan adopted by the City Commission.

Effective Oct. 1, 2024, the Employee RHS contribution shall increase from 2% to 3%, upon City Commission approval of the amendment to the Retiree Health Saving (RHS) Plan.

Effective Oct. 1, 2025, the Employee RHS contribution shall increase from 3% to 4%, upon City Commission approval of the amendment to the Retiree Health Savings (RHS) plan.

32.3 Promotions

Employees who promote after October 1, 2023 but before the 1st full pay period in January 2024 shall receive 5% or move to the bottom of the pay range whichever is greater. Employees who promote after the 1st full pay period in January 2024 shall have their pay adjusted by slotting into the new pay range at the nearest pay step that ensures not less than a 5% increase.

32.4 Employees whose regular duty assignment is non-shift, shall be paid an additional ten percent (10%) above their base rate of pay for the duration of the assignment.

32.5 Employees holding a current and valid State Paramedic Certification and holding current clearance from the System Medical Director shall receive supplemental paramedic pay at a rate of ten percent (10%) of their current base wages.

32.6 Educational Incentives

Effective the 1st full pay period in January 2024, employees covered by this agreement shall be eligible to earn additional compensation through the educational developmental opportunities listed below. Employees shall be limited to a total of three (3) incentives, furthermore employees shall only be

1 eligible for one (1) incentive per year (12 months). Employees must have
2 completed their initial probationary period to be eligible. Probationary
3 employees shall become eligible upon completion of probation. Upon
4 submitting required documentation, the Employee shall receive supplemental
5 pay of one and one half percent (1.5%) of base wages paid bi-weekly.

6 A. Employees who successfully complete the Executive Fire Officer Program
7 (EFOP) initiative of the United States Fire Administration/National Fire
8 Academy, shall have their annualized individual rates of pay increased by
9 one and one half percent (1.5%), provided such increase shall not exceed
10 the maximum rate of pay for their classification.

11 B. Employees who successfully complete a Bachelors program, from an
12 accredited college shall have their annualized individual rates of pay
13 increased by one and one half percent (1.5%).

14 C. Employees who successfully obtain Certified Chief Officer classification,
15 or complete a Masters program from an accredited college, shall have
16 their annualized individual rates of pay increase by one and one half
17 percent (1.5%).

18 D. Department Specialty (any one (1) of the following)
19 Tech Rescue, Hazmat Tech, or ARFF

20 E. Fire Officer Development (any one (1) of the following)
21 Fire Officer 3 and Fire Officer 4 Certifications,
22 Fire Service Instructor 1 and Fire Service Instructor 2 Certifications,
23 Fire Inspector and Fire Investigator Certifications, or
24 Certified Smoke Diver

25 32.7 Should any newly promoted internal employee surpass an employee already
26 covered by this agreement on their initial slotting, the incumbent shall receive
27 a wage increase one (1) step above the newly promoted employee to insure
28 they do not make less than the newly promoted employee. Such increase
29 shall occur effective the first full pay period following such promotion.

1 **32.8** In the event an employee is subject to an income deduction order, the City
2 shall charge the employee an administrative fee, or fees, in accordance with
3 limits established in law.
4

5
6 **ARTICLE 33**
7 **HOURS OF WORK**
8

9 **33.1** The provisions of this Article are intended to provide a basis for the scheduling
10 of work and shall not be construed as limiting the right of the City to fix the
11 number of hours of work either per day or per week for such employee. The
12 City will establish the basic workweek and hours of work best suited to meet the
13 needs of the Department and to provide superior service to the community.

14 **33.2** The parties agree that employees in the bargaining unit are salaried employees
15 who work a flexible schedule of hours and whose responsibilities require the
16 exercise of independent judgment in the performance of their management and
17 administrative duties.

18 A) An average of 52 hours of work a week (Monday through Sunday)
19 consisting of periods of 24 hours on duty, including meals and rest
20 periods, and 48 hours off duty. Every fourteenth (14th) shift will be
21 scheduled time off, which results in an average of 104 hours per pay
22 period. Upon implementation of the "Safer Staffing Model", employees
23 assigned to shift work shall work (Monday through Sunday) consisting of
24 periods of 24 hours on duty, including meals and rest periods, and 72
25 hours off duty. Pay periods shall alternate between 96 hours in a 14 day
26 cycle followed by 72 hours in a 14 day cycle which would be an average
27 of 42 hours a week.

28 B) A total of 40 hours of work a week (Monday through Sunday) consisting
29 of hours set by the Fire Chief to best meet the needs of the Department
30 for all other employees. Upon implementation of the "Safer Staffing
31 Model, employees assigned to non-shift work shall work 42 hours of

work a week. (Monday through Sunday) consisting of hours set by the Fire Chief to best meet the needs of the Department.

33.3 When shift Fire District Chief positions are vacant, the City may fill vacancies with an employee covered by this agreement, if available.

33.4 If the City decides to fill a District Chief shift vacancy with an employee covered by this Agreement, the City shall compensate the employee for hours worked during this assignment at a rate equivalent to time and one-half (1 ½) the District Chief's hourly rate of his/her annual base salary up to the flat rate set forth herein. Effective the first full pay period in October, 2023, the flat rate shall be (Maximum hourly rate for a Shift Lieutenant + supplemental Paramedic pay + Out of Class pay) X 1.5. If during the term of this Agreement the maximum pay rate for a Lieutenant changes, the flat rate shall be adjusted accordingly.

Upon implementation of the "Safer Staffing Model", if the City decides to fill a District Chief shift vacancy with an employee covered by this Agreement, the City shall compensate the employee for hours worked during this assignment at a rate equivalent to their normal hourly rate until the employee reaches 10 additional hours in a 14 day pay period. Once the 10 additional hours threshold is met, additional hours worked shall be paid at time and one-half (1 ½) the District Chief's hourly rate of his/her annual bases salary up to the flat rate established in this article.

If during the employee's pay period he or she uses sick leave, in an amount equal to or in excess of the additional hours worked, the employee will be paid at their normal rate of pay for the additional hours worked.

There shall be no further additional compensation under this provision after the expiration date of this agreement, unless and until there is a new agreement in effect providing for such compensation.

33.5 All covered employees whose designated work period is a forty (40) hour workweek shall be eligible to earn up to forty (40) hours of administrative leave with pay in a fiscal year at the discretion of and with approval by the Fire Chief.

1 In addition, such employees shall be compensated in accordance with Human
2 Resources Policy C-4, adopted 1/5/17, whenever applicable. Upon
3 implementation of the "Safer Staffing Model", non-shift employees shall be
4 eligible to earn up to forty two (42) hours of administrative leave with pay in a
5 fiscal year at the discretion of and with approval by the Fire Chief or Designee.

6 33.6 All covered employees whose designated work period is a fifty-two (52) hour
7 workweek shall be eligible to earn up to fifty-two (52) hours of administrative
8 leave with pay in a fiscal year at the discretion of and with approval by the Fire
9 Chief. Upon implementation of the "Safer Staffing Model", shift employees
10 shall earn forty two (42) hours of administrative leave with pay in a fiscal year at
11 the discretion of and with approval by the Fire Chief or Designee.
12

13 **ARTICLE 34**

14 **WORKERS' COMPENSATION**

15
16 34.1 Workers' Compensation shall be administered in accordance with City of
17 Gainesville Human Resources Policy number L-2. The City will not
18 substantially modify application of this policy, as pertains to Fire District
19 Chiefs, unless the union is provided an opportunity to negotiate in accordance
20 with Chapter 447, Florida Statutes, concerning the change.
21
22

23 **ARTICLE 35**

24 **LONGEVITY**

25
26 35.1 Longevity shall be administered in accordance with City of Gainesville Human
27 Resources Policy number B-4. The City will not substantially modify application
28 of this policy, as pertains to Fire District Chiefs, unless the union is provided an
29 opportunity to negotiate in accordance with Chapter 447, Florida Statutes,
30 concerning the change.
31

ARTICLE 36
ENTIRE AGREEMENT

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

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

1 IN WITNESS WHEREOF, the parties hereunto set their hands this 2nd day of
2 November, 2023.*

3

4 THE CITY OF GAINESVILLE, FLORIDA

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS LOCAL 2157

5

6

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11

12 APPROVED AS TO FORM AND LEGALITY

13

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18

19

20 CITY BARGAINING COMMITTEE:

21

22

23

24

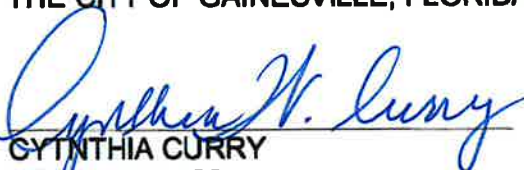
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28

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CYNTHIA CURRY
CITY MANAGER


NICOLAS GONZALEZ
PRESIDENT


CITY ATTORNEY

IAFF BARGAINING COMMITTEE:

John Kalaf
Nicolas Gonzalez
Don Campbell, Jr.
Michael Steele

*Date ratified by last party

DC Bargaining

7/11/23

Management Proposal

ATTACHMENT A

	14 Step	Parameters
Min	\$ 85,176.00	
Max	\$ 129,339.00	
Step Amount	\$ 3,154.50	
Step 1 (Beginning)	\$ 85,176.00	
Step 2	\$ 88,330.50	
Step 3	\$ 91,485.00	
Step 4	\$ 94,639.50	
Step 5	\$ 97,794.00	
Step 6	\$ 100,948.50	
Step 7	\$ 104,103.00	
Step 8	\$ 107,257.50	
Step 9	\$ 110,412.00	
Step 10	\$ 113,566.50	
Step 11	\$ 116,721.00	
Step 12	\$ 119,875.50	
Step 13	\$ 123,030.00	
Step 14	\$ 126,184.50	<i>With Education</i>
Step 15 (End)	\$ 129,339.00	<i>and/or Certification</i>

As of January 1, 2021

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 4-6 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

**INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS
DISTRICT CHIEFS**



**DRUG-FREE
WORKPLACE
PROGRAM**

**THE CITY OF GAINESVILLE AND THE
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS – DISTRICT CHIEFS**

DRUG-FREE WORKPLACE PROGRAM

TABLE OF CONTENTS

I.	PURPOSE	2
II.	SCOPE	3
III.	DRUG-FREE WORKPLACE PROGRAM DISSEMINATION	3
IV.	DEFINITIONS	4
V.	ALCOHOL USE PROHIBITIONS	4
VI.	DRUG USE PROHIBITIONS	6
VII.	TESTING	7
A.	Testing of Applicants.....	7
B.	Reasonable Suspicion Testing.....	8
C.	Return to Duty Testing	11
D.	Position Change Testing	11
E.	Follow-up Testing.....	11
F.	Routine Fitness for Duty.....	12
G.	Refusal to Test.....	12
VIII.	TESTING PROCEDURE	12
A.	Tested Substances	12
B.	Designated Laboratory.....	12
C.	Notification of Prescription Drug Use	13
D.	Testing of Injured Employees	13
E.	Body Specimens	13
F.	Cost of Testing.....	14
G.	Collection Site, Work Site	14
H.	Collection Site, Work Site, Personnel	14
I.	Testing Laboratory	15
J.	Initial Tests Used for Implementing § 440.101-.102, Fla., Stat.	15
K.	Confirmation Tests Used for Implementing § 440.101-.102, Fla. Stat.	16
IX.	TEST RESULTS (Blood and Urine)	16
A.	Reporting Results.....	16
B.	Challenges to Test Results	18
C.	Employee/Applicant Protection	19
X.	EMPLOYEE ASSISTANCE PROGRAM (EAP)	20
XI.	INVESTIGATION	21
XII.	ARREST FOR DRUG-RELATED CRIME	21
XIII.	CONFIDENTIALITY	22
XIV.	RECORDS AND TRAINING	23
A.	Resource File	23
B.	Individual Test Results.....	24
C.	General Records of the City.....	24
D.	Drug Training Program.....	24

IAFF-DC DRUG-FREE WORKPLACE PROGRAM

I. PURPOSE

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work, and to promote a drug-free working environment, the City of Gainesville, Florida (City) and the International Association of Fire Fighters - District Chiefs, Local 2157 (IAFF-DC) have established this program relating to the use or abuse of alcohol and drugs by its employees/members. This program is intended to conform to the requirements of the Drug-Free Workplace Program under Florida's Workers' Compensation Law, Fla. Stat. § 440.101-.102, and rules promulgated pursuant thereto. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided. This program is established in part to detect users and remove abusers of drugs and alcohol from the workplace, to prevent the use and/or presence of these substances in the workplace, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

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

Certain components of this program involve utilization of additional techniques and procedures. These additional techniques and procedures as well as the determination of the employee groups who will be covered by such, are both justified by, and based upon, federal and state statutes, case law, and regulatory findings related to various public sector and private sector employees working in safety-sensitive and "special risk" positions throughout inter- and intrastate commerce. At such time as regulatory requirements become applicable to IAFF-DC-represented employees, this program will be altered as and if necessary to conform to the specific requirements of the final regulations. Until such time, any additional techniques and procedures shall utilize mechanisms already in use and/or proposed for use by state or federal law and regulation. Prior to altering

1 or amending this program the City will engage in collective bargaining to the
2 extent required by law.

3
4 To the extent that § 440.101-.102, or the implementing rules issued by the
5 Agency for Health Care Administration (Fla. Admin. Code R 59A-24) are
6 amended, or other statutes and rules requiring drug testing are determined to be
7 applicable to IAFF-DC-represented employees, the City's program will be
8 amended, as provided for herein, without the necessity of further general notice.
9 (IIIA).

10
11 The City/IAFF-DC Drug-Free Workplace Program has been prepared so as not
12 to conflict with public policy and, further, not to be discriminatory or abusive. A
13 drug-free workplace should be the goal of every employer in America. Drug and
14 alcohol testing is only one of the several steps that must be taken to achieve this
15 objective. When incorporated into a comprehensive anti-drug effort, testing can
16 go a long way in combating drug and alcohol abuse in the workplace.

17 18 **II. SCOPE**

19
20 All IAFF-DC-represented employees are covered by this program and, as a
21 condition of employment, are required to abide by the terms of this program.
22 Any employee in doubt as to the requirements or procedures applicable to
23 his/her situation may contact the City Human Resources Department for
24 information.

25 26 **III. DRUG-FREE WORKPLACE PROGRAM DISSEMINATION**

- 27
28 A. The City will give a general one-time notice to all IAFF-DC-represented
29 employees that the City prohibits its employees from illegally or improperly
30 using, possessing, selling, manufacturing, or distributing drugs on its
31 property, or while its employees are at work; that it is against City policy to
32 report to work or to work under the influence of drugs; and that it is a
33 condition of employment to refrain from using nonprescription drugs,¹ or
34 alcohol,² on the job, or abusing legal drugs on or off the job such that it
35 affects their job, and that a drug testing program is being implemented. At
36 least sixty (60) days will elapse between the notice and any employee
37 drug testing implemented pursuant to this program.
- 38
39 B. Prior to testing, all employees or applicants for employment will be given a
40 summary of the Drug-Free Workplace Program, a list of local employee
41 assistance programs and a list of local alcohol and drug rehabilitation
42 programs.
- 43
44 C. A notice of drug testing will be included with all job vacancy
45 announcements for which drug testing is required. A notice of the City's
46 drug testing program will also be posted in appropriate and conspicuous

locations on the City's premises and copies of the program will be made available for inspection during regular business hours in the Human Resource Department and each Fire Station.

IV. DEFINITIONS

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

- (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.

V. ALCOHOL USE PROHIBITIONS

- A. The consumption of alcohol on City property or while on duty (during working hours, while at work, etc.) is prohibited and will result in disciplinary action, up to and including dismissal. The prohibition of consumption of alcohol upon City property or on duty does not, however, apply to those assignments, premises, or events at which consumption of alcohol is authorized by management. Such authorization does not encourage, sanction, or authorize any individual to consume alcohol in excess to a point of being intoxicated. Therefore, any employee at an event, who in the sole opinion of the Management becomes intoxicated, must refrain from further consumption of alcohol and, upon request by Management, leave the function. Failure to comply with the request constitutes a violation of the program and will subject the employee to disciplinary action.
- B. Off-duty use of alcohol may adversely affect an employee's job performance or adversely affect or threaten to adversely affect other interests of the City, including but not limited to the employee's relationship to his/her job, fellow workers' reputations, or goodwill in the community. Disciplinary action up to and including dismissal may be imposed on this basis.

- 1 C. Except as provided herein, the personal possession (i.e., on the person,
2 or in a desk, or locker) of alcohol on City property or during working hours
3 will result in disciplinary action, up to and including dismissal.
4
- 5 D. It is against the City's program and a violation of City policy to report to
6 work or to work under the influence of alcohol.
7
- 8 E. For purposes of implementing the City of Gainesville/IAFF-DC Drug-Free
9 Workplace program, an employee is presumed to be under the influence
10 of alcohol if a breath test shows alcohol usage of .04% or greater.
11
- 12 F. An employee who Management has reason to suspect is under the
13 influence of alcohol will be removed immediately from the workplace and
14 will be tested and evaluated by authorized personnel selected by
15 Management, if reasonably available. The City will take further action
16 (i.e., further testing, referral to counseling, and/or disciplinary action)
17 based on medical information, work history, and other relevant factors.
18 The determination of appropriate action in each case rests solely with the
19 City.
20
- 21 G. Failure to pass an alcohol test will result in further testing or disciplinary
22 action, up to and including dismissal.
23
- 24 H. Efforts to tamper with, or refusal to submit to an alcohol test will subject
25 the employee to dismissal.
26
- 27 I. Employees arrested for an alcohol-related incident, as indicated on the
28 arrest report, shall notify, as soon as feasible, but in any event no later
29 than 24 hours after the arrest, the City management representative having
30 direct administrative responsibility for the arrested employee of the arrest
31 if the incident occurs:
32
- 33 1. During working hours, or
34
- 35 2. While operating a City vehicle, or
36
- 37 3. While operating a personal vehicle on City business.
38
- 39 Failure to comply with this subsection will result in disciplinary action up to
40 and including dismissal.
41
- 42 J. Violations of alcohol use prohibitions can subject an employee to
43 disciplinary action up to and including dismissal. Dismissal for a first
44 offense will be considered an appropriate penalty absent mitigating
45 circumstances.
46

VI. DRUG USE PROHIBITIONS

- A. The use, sale, purchase, possession, manufacture, distribution, or dispensation of nonprescription drugs or their metabolites on City property or while at work (while on duty, during working hours, etc.) is a violation of the City's Program and is just cause for immediate dismissal.
- B. Reporting to work, or working, under the influence of nonprescription drugs is a violation of the City's Program and is just cause for immediate dismissal unless the violation is identified solely by the failure of a random drug test as set forth in VI. C. below.
- C. An employee who fails a random urine drug test, will be allowed a one-time opportunity to participate in an Alcohol/Drug Rehabilitation Program or the City of Gainesville Employee Assistance Program (EAP) or other approved program as determined by the City, in lieu of being immediately dismissed based upon such failure. However, allowing the Employee to participate in such program in lieu of being dismissed is conditioned upon the Employee's meeting the requirements set forth in paragraph X. D. of this program. Furthermore, such an opportunity will not be available to an employee who has previously participated in an Alcohol/Drug Rehabilitation Program, the City's SAP/EAP, or other approved, similar program, as an alternative to dismissal. Employees allowed the rehabilitation opportunity described herein may still receive disciplinary action short of dismissal in addition to required participation in the rehabilitation program. Participation in a treatment program, be it entirely voluntary or pursuant to this section, will not excuse additional violations of this policy, work rule violations, improper conduct, or poor performance and an employee may be disciplined or dismissed for such offenses or failure to perform.
- D. For purposes of this program, an employee is presumed to be under the influence of drugs if a urine test or other authorized testing procedure shows drug usage as set forth in the rules for the Agency for Health Care Administration (Fla. Admin. Code R 59A-24)
- E. Legal medication (over-the-counter) or prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any over-the-counter medication or prescription drug which might impair safety, performance, or any motor functions shall advise his/her direct management representative of the possible impairment before reporting to work under the influence of such medication or drug. A failure to do so may result in disciplinary action. If Management determines that the impairment does not pose a safety risk, the employee will be permitted to work. Otherwise, management may temporarily reassign the employee or place the employee in an

appropriate leave status during the period of impairment. Improper use of "prescription drugs" is prohibited and may result in disciplinary action. Improper use of prescription drugs includes, but is not limited to use of multiple prescriptions of identical or interchangeable drugs, and/or consumption of excessive quantities of an individual or therapeutically interchangeable drugs, and/or inappropriately prolonged duration of consumption of drugs, and/or consumption of prohibited drugs for other than valid medical purposes. For the purpose of this Program, consumption of any drug by the employee of more than the manufacturer's maximum recommended daily dosage, or for a longer period of time than recommended, or of any prohibited drug prescribed for or intended for another individual, or for other than a valid medical purpose shall be construed to constitute improper use. Excessive or inappropriate prescribing by the prescriber or prescribers shall NOT constitute a defense for the employee. Prescription medication shall be kept in its original container if such medication is taken during working hours or on City property.

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

VII. TESTING

A. Testing of Applicants

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

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-DC 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

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

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

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

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

months) that warrants a second or subsequent suspension action may result in a request for a drug test.

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

C. Return to Duty Testing

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

1. The employee must pass a drug test administered under this program.
2. The Substance Abuse Professional (SAP) must approve the employee for return to work.
3. The employee must agree to participate in and successfully complete any alcohol or drug evaluation, counseling or rehabilitation program required by the City/Substance Abuse Professional.
4. The employee must agree to submit to periodic, unannounced drug tests for a period of up to 60 months, as designated by the SAP.

D. Position Change Testing

Employees moving to the classification of Fire District Chief, as a result of a formal personnel action, may be required to successfully pass a urine drug test within 48 hours of receiving notification that they have been selected to fill the Fire District Chief position.

E. Follow-up Testing

If an employee, in the course of employment, enters an employee assistance program for drug related problems or a drug rehabilitation program, the employee must submit to a drug test as a follow-up to such program unless such requirement is waived by the City in those cases where the employee voluntarily entered the program. Entrance to a program as a condition of continued employment or when the employee is otherwise faced with the prospect of immediate disciplinary action based upon problems associated with substance abuse shall not be considered voluntary. If follow-up testing is required, it shall be conducted at least once a year for a two-year period after completion of the program. Advance notice of such follow-up testing must not be given to the

employee to be tested. Testing undertaken after referral to the SAP as a result of a first violation of the City's Drug Free Workplace Program, Article X, shall satisfy the requirements for follow-up testing.

F. Routine Fitness for Duty

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

G. Refusal to Test

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

VIII. TESTING PROCEDURE

A. Tested Substances

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

Alcohol
Amphetamines (Binhetamine, Desoxyn, Dexedrine)
Cannabinoids (i.e., marijuana, hashish)
Cocaine
Phencyclidine (PCP)
Methaqualone (Quaalude, Parest, Sopor)
Opiates
Barbiturates (Phenobarbital, Tuinal, Amytal)
Benzodiazophines (Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)
Methadone (Dolophine, Methadose)
Propoxyphene (Darvocet, Darvon N, Dolene)

B. Designated Laboratory

Because of the potential adverse consequences of positive test results on employees, the City will employ a very accurate testing program. Specimen samples will be analyzed by a highly qualified, independent laboratory which has been selected by the City and certified by the appropriate regulatory agency. The name and address of the certified

laboratory currently used by the City is on file with Employee Health Services.

C. Notification of Prescription Drug Use

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

D. Testing of Injured Employees

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

E. Body Specimens

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

F. Cost of Testing

The City will pay the cost of initial and confirmation drug tests, which it requires of employees and job applicants. An employee or job applicant will pay the cost of any additional drug tests not required by the City.

G. Collection Site, Work Site

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

H. Collection Site, Work Site, Personnel

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

1. A physician, a physician's assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner, or a certified paramedic who is present at the scene of the accident for the purpose of rendering emergency service or treatment or a qualified breath alcohol technician as defined in CFR Part 40; or
2. A qualified person employed by a licensed laboratory who has the necessary training and skills for the assigned tasks as described in §440.102 (9) Fla. Stat.

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

1 **I. Testing Laboratory**

- 2
- 3 1. The laboratory used to analyze initial or confirmation breath or
- 4 urine specimens will be licensed or certified by the appropriate
- 5 regulatory agencies to perform such tests. The Agency for Health
- 6 Care Administration has published Drug-Free Workplace
- 7 Standards (Florida Administrative Code, R59A-24) which shall be
- 8 followed by laboratories and employers for testing procedures
- 9 required under § 440.101-.102, Fla. Stat.
- 10
- 11 2. All laboratory security, chain of custody, transporting and receiving
- 12 of specimens, specimen processing, retesting, storage of
- 13 specimens, instrument calibration and reporting of results will be in
- 14 accordance with applicable state or federal laws and rules
- 15 established by HCA or the U.S. Department of Transportation; to
- 16 the extent the above information is readily reproducible by the lab
- 17 and not confidential, such will be forwarded to the appropriate
- 18 certified bargaining unit representative upon his/her request and
- 19 payment for reproduction cost.
- 20
- 21 3. The laboratory or Medical Review Officer will provide assistance to
- 22 the employee or job applicant for the purpose of interpreting any
- 23 positive confirmed test results.
- 24

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

26

27 Initial tests will use an immunoassay except that the test for alcohol will be

28 chemical breath testing as described in 49 CFR, Part 40¹. The following

29 cutoff levels will be used when screening specimens to determine whether

30 they are positive or negative for these drugs or metabolites. All levels

31 equal to or exceeding the following will be reported as positive:

32

33

Alcohol concentration	.04 %
Amphetamines	1000ng/ml
Cannabinoids	50ng/ml
Cocaine	300ng/ml
Phencyclidine	25ng/ml
Methaqualone	300ng/ml
Opiates	300ng/ml
Barbiturates	300ng/ml
Benzodiazepines	300ng/ml
Synthetic Narcotics:	
Methadone	300ng/ml
Propoxyphene	300ng/ml

44

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

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

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

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

IX. TEST RESULTS (Blood and Urine)

A. Reporting Results

1. The laboratory shall disclose to the Medical Review Officer (MRO) a written positive confirmed test result after receipt of the sample. The laboratory should report all test results (both positive and negative) to the MRO. The name and address of the current MRO is on file with Employee Health Services. The MRO is employed by the City and is not an employee of the drug-testing laboratory.
2. The laboratory will report as negative all specimens which are negative on the initial test or negative on the confirmation test. Only specimens confirmed positive on the confirmation test will be reported positive for a specific drug.

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

- 1 3. The laboratory will transmit results in a timely manner designed to
2 ensure confidentiality of the information. The laboratory and MRO
3 will ensure the security of the data transmission and restrict access
4 to any data transmission, storage and retrieval system.
5
- 6 4. As provided in Fla. Admin. Code R 59-24, the MRO will verify that
7 positive and negative test results were properly analyzed and
8 handled according to HCA rules. The MRO may require a re-test.
9 The MRO will have knowledge of substance abuse disorders and
10 shall also be knowledgeable in the medical use of prescription
11 drugs and in the pharmacology and toxicology of illicit drugs. The
12 MRO shall evaluate the drug test result(s) reported by the lab,
13 verifying by checking the chain of custody form that the specimen
14 was collected, transported and analyzed under proper procedures
15 and, determine if any alternative medical explanations caused a
16 positive test result. This determination by the MRO may include
17 conducting a medical interview with the tested individual, review of
18 the individual(s) medical history or the review of any other relevant
19 bio-medical factors. The MRO shall also review all medical records
20 made available by the tested individual. The MRO may request the
21 laboratory to provide quantification of test results.
22
- 23 5. The MRO will (1) notify the Employee Health Services of negative
24 results, or (2) contact the employee or job applicant regarding a
25 confirmed positive test result and make such inquire as to enable
26 the MRO to determine whether prescription or over-the-counter
27 medication could have caused the positive test results. In this later
28 case, the MRO will follow the procedure set forth in either the HCA
29 or D.O.T. rules for providing the employee or job applicant the
30 opportunity to present relevant information regarding the test
31 results. After following the appropriate procedures, the MRO will
32 notify the City in writing of any verified test results. If the MRO after
33 making and documenting all reasonable efforts is unable to contact
34 the employee or job applicant to discuss positive test results, the
35 MRO will contact a designated management official to arrange for
36 the employee or applicant to contact the MRO. The MRO may
37 verify a positive test without having communicated to the employee
38 or applicant about the results of the test, if (1) the employee or
39 applicant declines the opportunity, or (2) within two days after
40 contacting the designated management official the employee or
41 applicant has not contacted the MRO. Further, employees or
42 applicants must cooperate fully with the MRO. Failure to meet with
43 the MRO upon his or her request or failure to promptly provide
44 requested information will result in an applicant not being hired and
45 an employee immediately being placed upon suspension without
46 pay and may result in discharge.

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

B. Challenges to Test Results

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

2. Employees may challenge employment decisions made pursuant to this program as may be authorized by the City personnel policy or IAFF-DC collective bargaining agreement.
3. When an employee or job applicant undertakes an administrative or legal challenge to the test results, it shall be the employee's or job applicant's responsibility to notify the City through its Human Resources Director and the laboratory, in writing, or such challenge and such notice shall include reference to the chain of custody specimen identification number. After such notification, the sample shall be retained by the laboratory until final disposition of the case or administrative appeal.
4. There shall be written procedures for the action to be taken when systems are out of acceptable limits or errors are detected in accordance with 49 CFR, Part 40.

C. Employee/Applicant Protection

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

1 treatment, while in the employ of the City, for a drug-related
2 problem, if the employee has not previously tested positive for drug
3 use, entered an employee assistance program for drug-related
4 problems, or entered an alcohol or drug rehabilitation program.
5 This shall not prevent follow-up testing as required by this program.
6

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

8

- 9 A. The City regards its employees as its most important asset. Accordingly,
10 the City maintains an EAP which provides help to employees who suffer
11 from alcohol or drug abuse and other personal or emotional problems.
12 Employees with such problems should seek confidential assistance from
13 the EAP or other community resources before drug or alcohol problems
14 lead to disciplinary action. Employees may contact Employee Health
15 Services for the name of the City's EAP.
16
- 17 B. Information about a self-referred employee's contact with the EAP is
18 confidential and will not be disseminated without the employee's
19 permission. Further, an employee is not subject to discipline solely as a
20 result of a self referral for treatment.
21
- 22 C. However, use of the EAP or other community resources will not shield the
23 employee from appropriate disciplinary action for violations of the
24 City/IAFF-DC Drug-Free Workplace Program if such violations come to
25 the City's attention through other means, including, but not limited to,
26 reports from employees or outsiders, direct observation, or drug testing.
27
- 28 D. Employees referred to the EAP as a result of a first violation of the
29 City/IAFF-DC Drug-Free Workplace Program may, at the City's discretion,
30 be allowed to continue their employment with the City provided:
31
- 32 1. They contact the EAP and strictly adhere to all the terms of
33 treatment and counseling;
34
 - 35 2. Immediately cease any and all abuse/use of alcohol/drugs; and
36
 - 37 3. Consent in writing to periodic unannounced testing for a period of
38 up to 60 months after returning to work or completion of any
39 rehabilitation program, whichever is later.
40
 - 41 4. Pass all drug test(s) administered under this program.
42
 - 43 5. The employee executes and abides by an agreement describing
44 the required conditions.
45

- 1 E. Participation in any evaluation, treatment, or counseling program will be at
2 the employee's expense unless participation in the particular program is
3 required by the City, or unless the employee is entitled to such benefits
4 under the terms of the City's group health plan or by other available
5 benefits.
6

7 **XI. INVESTIGATION**

8

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

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

43

- 44 A. As a condition of employment, each employee obligates himself or herself
45 to notify his or her appropriate management representative of the arrest
46 for any alleged violation of or conviction under any criminal drug statute,

1 including but not limited to, offenses described in Section 316.193,
2 Chapter 859 and Chapter 893, Fla. Stat. (1991). Except for the more
3 immediate notice required under Article (V)(I) of this program, the
4 employee shall give the required notice within 48 hours of such event.
5 Failure to notify will result in dismissal.
6

7 **B. Arrests:**

8
9 If an employee is arrested on a charge of commission of a drug-related
10 crime, the City will perform a preliminary investigation of all of the facts
11 and circumstances surrounding the alleged offense, and City officials may
12 utilize the drug-testing procedures in accordance with this program. In
13 most cases, the arrest for a drug-related crime, except off-duty alcohol
14 use, will constitute reasonable suspicion of drug use under this program.
15 However, information on drug test results shall not be released or used in
16 any criminal proceeding against the employee. Information released
17 contrary to this section shall be inadmissible as evidence in any such
18 criminal proceeding. In conducting its own investigation the City shall use
19 the following procedures:
20

21 During the preliminary investigation, an employee may be placed on leave
22 with pay, if applicable, or removed from safety sensitive or "special risk"
23 assignments/positions. After the preliminary investigation is completed,
24 but in no event later than 15 days after the employee's department head
25 learns of the arrest, normal personnel procedures shall be implemented.
26

27 **XIII. CONFIDENTIALITY**

- 28
29 1. All information, interviews, reports, statements, memoranda and drug test
30 results, written or otherwise, received by the City as a part of this drug testing
31 program are confidential communications. Unless required by state or federal
32 laws, rules or regulations, the City will not release such information without a
33 written consent form signed voluntarily by the person tested, except when
34 consulting with legal counsel in connection with action brought under or related
35 to § 440.101-.102, or when the information is relevant to the City's defense in a
36 civil or administrative matter.
37

38 The provisions of §119.07 to the contrary notwithstanding:

- 39
40 A. All information, interviews, reports, statements, memoranda, and drug test
41 results, written or otherwise received or produced as a result of a drug
42 testing program are confidential communications and may not be used or
43 received in evidence, obtained in discovery, or disclosed in any public or
44 private proceedings, except in accordance with this section or in
45 determining compensability under Chapter 440 Florida Statutes.
46

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

- 11 1. The name of the person who is authorized to obtain the information.
- 12 2. The purpose of the disclosure.
- 13 3. The precise information to be disclosed.
- 14 4. The duration of the consent.
- 15 5. The signature of the person authorizing release of the information.

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

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

25 **XIV. RECORDS AND TRAINING**

26 **A. Resource File**

27 The City will maintain a current resource file of providers of employee
28 assistance including alcohol and drug abuse programs, mental health
29 providers, and various other persons, entities or organizations designed to
30 assist employees with personal or behavioral problems. The City will
31 inform employees and new hires about various employee assistance
32 programs that the employer may have available. The information shall be
33 made available at a reasonable time convenient to the City in a manner
34 that permits discreet review by the employee. The City will provide the
35 names, addresses, and telephone numbers of employee assistance
36
37
38
39
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41
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44
45

1 programs and local alcohol and drug rehabilitation programs to employees
2 and applicants.

3
4 **B. Individual Test Results**

- 5
6 1. The MRO shall be the sole custodian of individual positive test
7 results.
8
9 2. The MRO shall retain the reports of individual positive test results
10 for a period of two (2) years.
11
12 3. The City shall keep confidential and retain for at least one (1) year
13 an employee's challenge or explanation of a positive test result, the
14 City's response thereto, and the report of positive result.
15
16 4. The City shall keep all negative test results for two (2) years.
17

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

- 19
20 1. Records which demonstrate that the collection process conforms to
21 all appropriate state or federal regulations shall be kept for three (3)
22 years.
23
24 2. A record of the number of employees tested by type of test shall be
25 kept for five (5) years.
26
27 3. Records confirming that managers, supervisors and employees
28 have been trained under this program shall be kept for three (3)
29 years.
30

31 **D. Drug Training Program**

- 32
33 1. The City shall establish and maintain a Drug Training Program.
34 The Program shall, at a minimum, include the following:
35
36 a. A written statement on file and available for inspection at its
37 Human Resources Department outlining the Program.
38
39 b. An educational and training component for all supervisory
40 and managerial personnel which addresses drugs.
41
42 2. The educational and training components described in D.1.b above
43 shall include the following:
44
45 a. The effects and consequences of drug use on personal
46 health, safety and work environment.

1
2
3
4
5
6
7

- 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.
4