

## **ARTICLE 25** **SAFETY AND HEALTH**

### **25.1 Seat Belts**

- (1) All employees are required to wear seat belts when driving or riding as a passenger in City vehicles or in a personal vehicle on City business, except in cases of operational necessity.
- (2) Violations of this provision will result in disciplinary action as follows:
  - (a) first offense: oral reprimand
  - (b) second offense: written reprimand
  - (c) third offense: one (1) day, equal to eight (8) hours suspension without pay
  - (d) fourth offense: five (5) day, equal to forty (40) hours suspension without pay

### **25.2 Application and Procedures**

Unless otherwise specified in this Article, the terms, conditions, and procedures contained in Chapter 705 of the City Administrative Policy and Procedures Manual, as it appears upon ratification of this Agreement (as set forth in Appendix B which is attached to and made part of this Agreement), shall apply.

### **25.3 Alcohol and Drug Testing**

In an effort to identify and eliminate on-or off-duty controlled substance/alcohol abuse, urinalysis/blood tests and breathalyzer tests shall be administered as provided herein:

- (1) Where a supervisory officer has a reasonable suspicion based upon objective factors resulting in a reasonable and articulated belief that the employee is using, under the influence of, or impaired by alcohol or a controlled substance on the basis of specific physical, behavioral, or performance indicators suggesting such use. Conditions which may constitute reasonable suspicion include, but are not limited to:

**For the City**

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Mike Mattimore  
City's Chief Labor Negotiator

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Date

**For PBA**

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George J. Corwine  
FLPBA Chief Negotiator

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Date

*Sept 16, 2020*

- (a) slurred speech
- (b) odor of alcohol
- (c) inability to walk a straight line/staggered gait
- (d) exaggerated, excited state of emotions
- (e) bizarre or erratic behavior
- (f) rapid, dramatic mood swings
- (g) information obtained from a reliable person with specific personal knowledge
- (h) observation of the ingestion or possession of alcohol or an illegal controlled substance as defined in Chapter 877 and 893, Florida Statutes, during working hours or while on City property, or while operating a City vehicle off-duty
- (i) possession of paraphernalia normally associated with improper, unauthorized, or illegal use of controlled substances
- (j) physical or verbal altercation
- (k) a traffic crash or occupational accident which does not meet the conditions specified in Section 25.3 (4), but where one or more of the above factors is present

(2) Where a supervisory officer has a reasonable suspicion based upon objective, and articulated factors that the employee has possession or is using, dispensing, or selling any illegal drug or controlled substance not prescribed by a licensed physician on- or off-duty.

(3) Where a supervisory officer has a reasonable suspicion that the employee is under the influence of alcohol on-duty, or on an off-duty detail, or traveling to and from same, or while covered for portal to portal pay for workers' compensation.

(4) Following an occupational accident or traffic crash involving a City employee on City business, or an off-duty employee operating a City vehicle

For the City

Mike Mattimore  
City's Chief Labor Negotiator

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George J. Corwine  
FLPBA Chief Negotiator

  
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or utilizing City equipment, a post-accident alcohol and drug test shall be performed under the following conditions:

- (a) When it has been determined by the law enforcement officer investigating the traffic crash, or the supervisor investigating an occupational accident, that an employee's actions either contributed to the cause of the accident or crash or cannot be completely discounted as a contributing factor to the accident, AND
- (b) The occupational accident or traffic crash results in serious injury, or a fatality to any person, or there was serious property damage to either public or private property.

Serious injury is defined as a physical condition that creates a substantial risk of death, serious personal disfigurement, or protracted loss or impairment of the function of any bodily member or organ and the person is transported to a medical treatment facility.

Serious property damage is defined as one or more of the motor vehicles involved in a traffic crash is "totaled", one or more of the motor vehicles sustains significant disabling damage and must be towed from the scene, or the estimated amount of damage to public and/or private property equals or exceeds five thousand dollars (\$5,000).

- (c) In the instance of traffic crashes, damage estimates shall be made by the law enforcement officer who conducts the investigation at the scene of the traffic crash. Damage estimates at the scene of an occupational accident shall be determined by the employee's supervisor, utilizing whatever resources necessary to make a reasonable and prudent determination of the damage estimate.
- (5) At various times, the City shall randomly select bargaining unit members for unannounced alcohol and drug testing. The selection shall be made by the use of a scientifically valid method, such as a computer-based random number generator that is matched with the employee's social security, payroll, driver's license, or other comparable identifying number. Each employee shall have an equal chance of being tested under the selection process used, and may be tested more than once, depending on the frequency that he is randomly selected.

**For the City**

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Mike Mattimore  
City's Chief Labor Negotiator

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The number of employees randomly selected for testing during a twelve (12) month period shall equal an annual rate of not less than fifty percent (50%) of the total number of bargaining unit members subject to testing. If the percentage rate for random drug and/or alcohol testing provided for in Chapter 705 of the City Administrative Policies and Procedures Manual is reduced during the term of this collective bargaining agreement, the percentage rate for random drug and/or alcohol testing provided for in this Article 25.3 (5) shall be amended in like manner.

This random testing shall only occur while the employee is on-duty, just prior to duty, or immediately upon completing a work period.

The bargaining unit may designate a representative to view any part of the random selection process, and the City will provide upon request any additional information relating to the computer-generated selection programs. At no time during this review process will access be allowed to the actual names of employees being selected for a prospective testing period.

The employee shall have the right to have present during the testing a representative of his choice but the Department will not be required to wait more than thirty (30) minutes for such representative to arrive. In the event that the employee's initial representative is unable to serve, he may choose another representative, but in no event shall the Department be required to wait more than thirty (30) minutes.

- (6) Any employee who refuses to comply with a legitimate order for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, substitutions, or any other means shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment.
- (7) Upon confirmation of a positive test result for an illegal controlled substance, the employee shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment.
- (8) Upon confirmation of a positive test result for the illegal use or abuse of a controlled substance, the employee shall immediately be removed from duty, placed on leave without pay status, and subject to disciplinary action up to and including termination from City employment.

For the City

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Mike Mattimore  
City's Chief Labor Negotiator

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For PBA

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FLPBA Chief Negotiator

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(9) Upon confirmation of a positive test result for the presence of alcohol at a blood alcohol level of .04 or higher, the employee shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment.

(10) Employees have the option of reporting substance abuse problems directly to the Employee Assistance Program, absent involvement or knowledge by City staff. Under these conditions, it is the employee's responsibility through consultations with the Substance Abuse Professional, to take the appropriate measures (i.e., abstinence from usage, approved leave, request for leave without pay, etc.) to ensure he will not be detected "positive" on an alcohol test pursuant to a legitimate order for testing under this policy.

Under the qualifying criteria stated herein, an employee testing positive for alcohol pursuant to voluntarily submitting himself for rehabilitation shall not be disciplined for the initial positive result. However, the employee shall be subject to disciplinary action for any subsequent test results, or other violations of rules, policies and procedures unrelated to the positive test resulting from the voluntary rehabilitation.

(11) Upon confirmation of a positive alcohol test, an officer will immediately be offered a one-time opportunity to provide a blood sample to be drawn for the purpose of supplementing the results of the original BAC as determined by a breath testing device. The blood sample will be analyzed and the results held by the testing facility. The results will be retrieved from the testing facility and made available to the City, with a copy provided to the employee, only upon receipt of a written request from the employee within seven (7) calendar days of the original test.

The request for the test results by the employee will be submitted through the City Drug/Alcohol Program Coordinator within seven (7) calendar days from the original test on a designated form releasing the results to the City and acknowledging that the results of the blood test may be used in any disciplinary action emanating from the positive test result. The processing of the blood sample analysis will not impede the disciplinary process initiated by the initial positive test result.

The cost of the blood test will be borne by the City.

(12) Employees who test positive for a controlled substance have a right to have their original samples retested at their own expense if a retest is desired. The employee must submit a verbal or written request for a retest to the City's Medical Review

For the City

Mike Mattimore  
City's Chief Labor Negotiator

Date

For PBA

  
George J. Corwine  
FLPBA Chief Negotiator

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Officer (MRO) within seventy-two (72) hours of the time the employee is notified by the MRO of the positive results.

After receiving the request from the employee for a split specimen, the MRO must immediately provide written notice to the laboratory that tested the primary specimen, directing the laboratory to forward the split specimen to a second HHS-certified laboratory, documenting the date and time of the employee's request. The employee may request any laboratory to perform a retest as long as the testing laboratory is certified by the Department of Health and Human Services under the Department of Transportation (DOT) procedures which will be verified by the MRO. The employee will be reimbursed, and disciplinary action reconsidered if the second test is negative.

Samples that yield positive results on confirmation must be retained by the testing laboratory in properly secure, long-term frozen storage for at least three hundred sixty-five (365) days.

(13) The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, employees should use extreme caution when using any non-prescription medication which carries a warning label that indicates that mental functioning, motor skills, or judgment could reasonably be impaired. When taking such medications employees should seek medical advice, as appropriate, before performing work-related duties, and shall first notify their supervisor or a designated supervisor within the departmental chain of command, of any impairment which they may be experiencing.

When taking prescription medications, employees must seek specific advice from their physician that the substances in a prescription will not impair their mental functioning, motor skills, judgment, or their ability to perform their essential job functions. Before performing work-related duties, employees shall first notify their supervisor, or a designated supervisor within the departmental chain of command, of any actual or potential adverse effects which are occurring or which they have been advised may occur.

Upon being notified of actual or potential adverse effects from the substances in a prescription, the supervisor notified by the employee shall be responsible for either reassigning the employee to non-hazardous work tasks where possible or requiring the employee to take leave consistent with City policy.

For the City

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Mike Mattimore  
City's Chief Labor Negotiator

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Date

For PBA

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George J. Corwine  
FLPBA Chief Negotiator

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Sept 16, 2020  
Date

(14) In the interest of public and employee safety, and the professional image of City government, a police officer will be terminated from employment if found to be using any illegal controlled substances while on or off duty or if found to be illegally possessing, dispensing, or selling any controlled substances while on or off duty.

#### **25.4 Alcohol and Controlled Substance Testing Procedure**

Alcohol and drug testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS), utilizing procedures implemented for workplace drug and alcohol testing programs by the U.S. Department of Transportation. Such rules and procedures shall be implemented with the consideration for the protection, dignity, privacy, and confidentiality of the individual employee throughout the testing process.

#### **25.5 Drug Test Panels and Positive Drug Tests**

(1) For drug testing, the drugs that will be tested for include, but may not be limited to, marijuana cannabis, cocaine, opiates opioids, amphetamines, and phencyclidine. Other controlled substances may be tested for if there is reasonable suspicion that an employee may be illegally using or abusing a controlled substance not currently part of the specified test panel. An initial drug screen will be conducted on each specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the following minimum thresholds as established by the DHHS:

Initial test cutoff levels:

<u>Substance</u>	<u>Nanograms per Milliliter</u>
Marijuana/ <u>metabolite</u> <u>Cannabis metabolite (THC)</u>	50
Cocaine metabolite <u>(Benzoylecgonine)</u>	300 <del>150</del>
<u>Opiates</u> <u>Opioids</u> :	
Morphine	2000

**For the City**

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Mike Mattimore  
City's Chief Labor Negotiator

Date

**For PBA**

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George J. Corwine  
FLPBA Chief Negotiator

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<i>Codeine</i>	2000
<i>Hydrocodone/</i> <i>Hydromorphone</i>	<u>300</u>
<i>Oxycodone/</i> <i>Oxymorphone</i>	<u>100</u>
<i>6-Acetylmorphine</i>	<u>10</u>
Phencyclidine	25
Amphetamine	<u>1000500</u>
Methamphetamine	<u>1000500</u>
Barbiturates	300
Benzodiazepines	300

These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of those substances at other concentrations. Such changes shall be communicated to the bargaining unit as soon as notice is received by the City.

All positive drug test results obtained from drug testing pursuant to this policy shall be reviewed and interpreted by a Medical Review Officer (MRO) prior to transmittal to the City. This review consists of a confidential interview with the employee to determine if there is an alternative medical explanation for the drugs found in the employee's specimen. If the employee provides appropriate documentation to the MRO that it is a legal and prescribed medical use of the prohibited drug, the drug test result is reported as negative to the City and no further action is required.

## 25.6 No Use of Tobacco Products

Any member of the bargaining on or after September 3, 1985, but prior to October 1, 1990, is prohibited from smoking tobacco on and off duty.

**For the City**

Mike Mattimore  
City's Chief Labor Negotiator

Date

**For PBA**

George J. Corwine  
FLPBA Chief Negotiator

Date

*Sept 16, 2020*

Smoking or the use of tobacco products is prohibited in any City of Tallahassee building or vehicle.

Violations of the no smoking/no tobacco use provisions of this Agreement shall result in further disciplinary action up to and including termination.

In conjunction with future wellness initiatives and health cost control measures, if the City imposes a requirement for nicotine screening to all employees participating in the City's Health Plan, the members of the bargaining unit participating in the City's Health Plan would be subject to nicotine testing.

#### **25.7 Infectious Disease Prevention**

Each employee will be provided with and utilize all personal protective equipment as required for infectious disease exposure which meets or exceeds the minimum standards established by the State Department of Labor-Health for the prevention of infectious diseases. Likewise, the City and the employee, whenever practical, will follow the required prophylactic procedures established with regard to any employee who is exposed to blood, or other body fluids or infectious diseases. The City will provide training as required in infectious disease prevention, mitigation and exposure control.

**25.8** Unless otherwise specified, employees violating the provisions of this Article shall be subject to progressive disciplinary action up to and including termination from City employment.

#### **25.9 Modified Duty for Non-Work Related Injuries/Illnesses**

A temporary medical condition results from a condition which involves a reasonable expectation of recovery, is limited in duration, and is subject to periodic review of medical information. Individuals with temporary medical conditions are not regarded as individuals with disabilities pursuant to the Americans with Disabilities Act (ADA).

If a member's medical condition requires modification of assignment during the treatment period, the member must submit an official request for employer assistance. Under the ADA law and City Policy 1203, Reasonable Accommodation, the need for assistance on a temporary basis is considered impairment, and not a disability. The member's temporary assignment (s) will be based on the needs of the department and the work restrictions identified by the treating physician. The member must have TA/1 and TA/2 forms completed prior to their request being processed. These forms are available with-in the

**For the City**

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Mike Mattimore  
City's Chief Labor Negotiator

Date

**For PBA**

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George J. Corwine  
FLPBA Chief Negotiator

Date

*Sept 16, 2020*

PBA/City of Tallahassee  
COT Proposal – Article 25  
Sergeants and Lieutenants CBA  
Fiscal Year 2020-2023  
DATE: September 15<sup>th</sup>, 2020  
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Human Resources and Workforce DevelopmentTPD Employee Resources Office.  
Department. The Bureau Commander will identify placement as soon as possible. The member will be required to use sick or personal leave until the request process is complete. The member will not be returned to limited or full duty without proper authorization from the treating physician.

**For the City**

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Mike Mattimore  
City's Chief Labor Negotiator

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Date

**For PBA**

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George J. Corwine  
FLPBA Chief Negotiator

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*Sept 16, 2020*  
Date

## ARTICLE 31 TAKE HOME VEHICLES

## 5 31.2 Vehicle Assignment

6                   Vehicle Assignment shall be under the terms and conditions specified in General  
7                   Order 66, Vehicle Assignment and Operations.

### 8 31.3 Eligible Members

9 As of the effective date of this Agreement, all bargaining unit members who reside  
10 within a fifty (50) mile radius of the intersection of North Monroe and East  
11 Tennessee Streets. shall have take home vehicle privileges.

## 12 31.4 Work Status

13 Members are not eligible to partake in the Take Home Vehicle Program due to  
14 administrative leave or suspension without pay. The assigned marked vehicle will  
15 be parked at the Tallahassee Police Department for the duration of the  
16 aforementioned leave. Members on light duty may receive an assignment of an  
17 unmarked vehicle, if available.

## 18 31.5 Vehicle Maintenance and Safety

19 The City of Tallahassee shall maintain each vehicle to a professional standard of  
20 care, established by the Fleet Management Department and in accordance with  
21 best practices for emergency response vehicles for repairs, installations,  
22 replacement and maintenance. This is to include safety and mechanical function  
23 and maintenance of specialty and after-market equipment authorized and installed  
24 by the City.

25 It is the City's intent to maintain the professional appearance of the assigned  
26 vehicle to the standard established by the Chief of Police. Members are required  
27 to maintain the assigned vehicle in accordance with General Order 66, Section IV  
28 G. Vehicle Maintenance – General.

## For the City

Michael Mattimore  
Mike Mattimore  
City's Chief Labor Negotiator

April 15, 2020  
Date

### For PBA

  
George J. Corwine  
Chairman

Chief Negotiator  
April 1<sup>st</sup>, 2020  
Date

29           Marked Police vehicles used for Patrol or as a Primary Emergency Response  
30           Vehicle will be replaced or removed from regular use if it fails to meet the safety  
31           and mechanical standard established by the Fleet Management Department.

32   **31.6 Grievance**

33           Members having a grievance arising from the standard of care shall be presented  
34           and adjusted in accordance with Article 5, Grievance Procedure. Step 2 will be  
35           the final step in grievance process for issues arising under this agreement.

For the City

  
Mike Mattimore  
City's Chief Labor Negotiator

April 15, 2020  
Date

For PBA

  
George J. Corwine  
Chief Negotiator

April 1<sup>st</sup>, 2020  
Date

## ARTICLE 36 DURATION

### 36.1 Term

This Agreement shall be effective as of the 1<sup>st</sup> day of October, 2017 2020, and shall remain in full force and effect through the 30<sup>th</sup> day of September, 2020 2023. If no agreement is reached on a successor agreement by September 30, 2020 2023, then an impasse shall be declared and statutory impasse procedures shall be invoked.

36.2. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

36.3. In the event that the City and the Association fail to secure a successor agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time, provided that any such successor agreement will be effective as of the date agreed upon and will not necessarily be retroactive to the expiration date of this Agreement.

### 36.4. Termination

If either party desires to terminate this Agreement on its expiration date or during an agreed upon extension as provided in Section 37.3 above, written notice must be given to the other party not less than ten days prior to the desired termination date.

The Association and all bargaining unit employees recognize their continuing obligation, both with or without the existence of a collective bargaining agreement, to comply with the strike prohibition in F.S. 447.505.

### 36.5 . Notices

Notices hereunder shall be given by registered or certified mail, and if by the City, shall be addressed to the Association at 300 East Brevard Street, Tallahassee, Florida 32301, and if by the Association, shall be addressed to the Manager-Human Resources, City Hall, Tallahassee, Florida 32301. Either party may by a like written notice change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

## For the City

Michael Mattimore  
Mike Mattimore  
City's Chief Labor Negotiator

February 5, 2020  
Date

For PBA

  
George J. Corwine  
FLPBA Chief Negotiator

Feb 5, 2020  
Date

## 29 36.6. Emergencies

If it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane 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.

## For the City

Michael Flattin

Mike Mattimore  
City's Chief Labor Negotiator

February 5, 2020

Date

For PBA

~~George J. Corwine  
FLPBA Chief Negotiator~~

Feb 5, 2020

Date