

Fraternal Order of Police, Gator Lodge 67
and the City of Gainesville
2016-2019
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September 7, 2018

ARTICLE 11
HOURS OF WORK

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

11.2 BASIC WORK PERIOD

A. The work period for all employees covered by this Agreement, except as otherwise designated by the Chief of Police or as provided for in ~~11.2B or in~~ 32.1, shall consist of a period of fourteen (14) consecutive days, ~~and the basic work week shall consist of four ten-hour shifts (4x10).~~ The normal workday for all employees covered by this Agreement will be an eight (8), ten (10) or twelve (12) hour shift in a twenty-four (24) hour period, as designated by the Chief of Police to meet the Department's operational needs.

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

~~C.~~ For purposes of this Agreement, a shift means the time during which an employee is on assigned duty. A shift for employees covered by this Agreement will be those prescribed by the Chief of Police or his/her authorized designee. Shift pick will be done by time in rank, and then by overall seniority. The department will endeavor to provide at least four weeks' notice prior to the onset of a new, long-term schedule. For purpose of interpretation, 'long-term schedule' shall be defined as a shift rotation lasting at least six months. Once the Chief of Police designates a long-term

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schedule, the long-term schedule will stay in place six months. In addition, except as otherwise determined by the Chief of Police, it is agreed that management will ensure that an employee assigned to a long-term schedule will not be required to work all weekends. In the event there is an individual hardship, deviation from the original assigned schedule will be considered by management on a case by case basis.

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

11.3 EXCHANGE OF HOURS OF WORK

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

- A. No employee shall be permitted to have another employee substitute for him/her except for periods of short duration and, in no case, in excess of two (2) consecutive work shifts. Further, the exchange of time shall not result in any employee working back-to-back shifts.
- B. The City shall compensate the employee who was scheduled to work in the amount he/she would have earned had he/she worked and shall in no manner be liable for any wages for the hours worked by the substitute employee.
- C. The hours worked by the substitute employee shall not be considered hours worked by or paid for to the substitute employee.
- D. The exchange of time shall not cause the City overtime or premium pay or other inconvenience.

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- E. The exchange of time shall be because of the employee's desire or need to attend to personal matters and shall not be used for other outside employment activities.
- F. The request for the exchange of time form will be signed by the appropriate parties in advance of the changed schedule.
- G. An employee who has agreed to substitute for another employee and fails to report for the agreed duty assignment, will be subject to disciplinary action.

11.4 LUNCH

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

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ARTICLE 14
PREMIUM PAY

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

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

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

- 14.3 A. ~~Only authorized and approved work performed in excess of one hundred sixty (160) hours in a twenty-eight (28) day work period for all employees assigned to said work period shall be paid at the premium rate of one and one-half (1½) times the employee's straight time hourly rate of pay as set forth in Exhibit I. Further, nothing herein shall require the payment of time and one-half (1½) when an insubstantial amount of time is worked in excess of the normal workday. For the purpose of this Article, an insubstantial amount of time shall be considered any period of time less than seven (7) minutes.~~

~~B.~~ Only authorized and approved work performed in excess of eighty (80) hours in any fourteen- (14-) day work period for all employees assigned to said work period shall be paid at the premium rate of one and one-half (1½) times the employee's straight time hourly rate of pay as set forth in Exhibit I. Further,

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nothing herein shall require the payment of time and one-half (1½) when an insubstantial amount of time is worked in excess of the normal workday. For the purpose of this Article, an insubstantial amount of time shall be considered any period of time less than seven (7) minutes.

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

1. When attendance at a “Community Policing Event” begins while on duty and continues past the end of the normal duty shift, or begins prior to the start of the normal duty shift and continues into the normal duty shift, the time shall be considered a continuation of the normal workday.
2. When attendance at a “Community Policing Event” begins and ends while off duty, the employee shall receive premium pay at a rate of one and one-half (1½) times his/her straight time rate of pay for all hours worked while attending such Community Policing Events or the employee shall receive a minimum guarantee of two (2) hours at one and one-half (1½) times his/her straight time rate of pay, whichever is greater.

DC. When an off-duty employee covered by this Agreement is directed by a supervisor to place a telephone call in furtherance of City business, and the employee engages in the directed telephone activity for more than an insubstantial amount of time in any particular instance, then, after supervisory verification of the necessity and duration of the call (such may include obtaining statements from the participants to the phone call), the time involved in such telephone call shall be considered authorized and approved work within the meaning of this section.

ED. In lieu of being paid overtime as described in this article an employee, ~~with approval of the shift supervisor,~~ may be permitted or required to adjust his/her schedule within the same work period on an hour-for-hour basis.

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

14.5 CALL-OUT

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

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

14.6 STAND-BY

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

14.7 OUT OF CLASS

Employees assigned by their Department Head or his/her designee to work out-of-class as a Lieutenant for a full shift shall be paid ten percent (10%) above their base rate of pay, but not to exceed the maximum rate of pay assigned to the higher classification. Employees assigned by their Department Head or his/her designee to work out-of-class as a Sergeant for at least forty (40) consecutive hours, and for any

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consecutive hours in excess of forty (40), including holidays, shall be paid five percent (5%) above their base rate of pay for each full shift of such assignment.

14.8 COURT TIME

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

1. When their court appearance begins while on duty and continues past the end of the normal duty shift, or begins prior to the start of the normal duty shift and continues into the normal duty shift, they will be permitted to retain witness fees, including travel time, and shall be considered a continuation of normal duty shift.
2. When the court appearance begins and ends while off duty, they shall retain the witness fee and receive premium pay for court time with a minimum payment of three (3) hours in addition to the witness fee.
3. A telephone deposition of the employee while off duty shall be compensated with a minimum of one hour's pay.
4. An employee placed on on-call status for court duty, while off duty, shall receive a minimum of three (3) hours premium pay for each date that they are required to serve such on-call. For purposes of this paragraph, "on-call" means to be prepared to respond within one (1) hour in court-appropriate attire to a court appearance while off duty.

B. An employee who is excused from jury duty or from appearance as a witness during his/her normal working hours must report to his/her supervisor to determine if he/she will be required to work the remainder of his/her normal work schedule.

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ARTICLE 19

MISCELLANEOUS EMPLOYEE BENEFITS

19.1 The City, during the term of this Agreement (October 1, ~~2013-2016~~ – September 30, ~~2016~~2019), will provide a dry cleaning allowance each year of the agreement in the amount of \$550.00. One-half (½) shall be paid on a pro-rata basis on or about October 1st, and April 1st.

The City, during the term of the Agreement (October 1, ~~2013-2016~~ – September 30, ~~2016~~2019), shall provide an annual clothing allowance to all personnel assigned to plain clothes each year of the agreement in the amount of: \$575.00. One-half (½) shall be paid on a pro-rata basis on or about September 30, and April 1st.

Each fiscal year of this Agreement (October 1, ~~2013~~2016 – September 30, ~~2016~~2019), all employees covered by this Agreement shall receive one hundred (\$100.00) dollars annual leather allowance, to be paid within the first quarter of the fiscal year.

In the event ratification occurs after one or more payments would have been made, the City agrees to provide full payment for any part of the allowances described above that are otherwise due. Such payment shall be made within sixty (60) days of ratification of this Agreement.

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There shall be no allowances under this article after September 30, ~~2016~~2019, unless and until there is a new Agreement in effect providing for such allowance.

- 19.2 Annual health assessments will be given employees covered by this Agreement. Periodic physical examinations will be given to employees covered by this Agreement as follows: Type A at employment and at age 40, 50 and 60. Type B at age 30, 35, 45 and 55. The City's Employee Health Services and/or City doctor may prescribe more extensive tests (e.g., stress, EKG) should the physical history or preliminary lab work indicate a need for a more extensive physical examination.
- 19.3 In the event of death, all compensation due to the employee as of the effective date of death shall be paid to the beneficiary, surviving spouse, or to the estate of the employee as determined by law or by executed forms in his/her personnel folder.
- 19.4 When an employee is required to use his/her personal automobile in the performance of City business, said employee will be reimbursed for operating expenses at the rate outlined in the City's Travel Policy, exclusive of mileage traveled to and from his/her work location.
- 19.5 If the State of Florida discontinues the funding of the Salary Incentive Program for local and state law enforcement officers and correctional officers (F.S.943), then the City shall, upon request, meet and confer with the FOP concerning the City's adoption and funding of an analogous program.
- 19.6 General: Leave Bank
- A. An employee having used all his/her sick and vacation leave due to absence resulting from a serious illness, accident or disability of the employee, or of the employee's immediate household family (defined as spouse, or certified/registered domestic partner or dependent children, or mother, or father, living in the same domicile), where the employee's presence is needed, may receive vacation leave donated on a strictly voluntary basis by fellow employees. Fellow employees may contract to donate a minimum of two (2) hours of their vacation leave time to the affected employee. The maximum number of hours an employee may donate is forty (40) hours for

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employees working a 40-hour workweek. The total donated time from fellow employees shall not exceed 480 hours, except as provided below.

There shall be no restrictions on the amount of hours that may be donated in instances where the serious illness, accident or disability is expected, based upon a reasonable medical probability, to result in death within one (1) year from the creation of the leave bank. Only leave that may be applied to pension service credit or included as 'earnings,' as defined in the Consolidated Police Officer and Firefighters Retirement plan, may be donated.

B. ELIGIBILITY

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

C. TIME LIMIT

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

Should an employee return to work prior to exhausting all donated hours, unused hours shall be returned to the donors, except when the employee is returned to duty on a reduced leave schedule basis, i.e., X number of hours

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per day or X number of days per week, or on an intermittent leave basis, so long as the leave is taken in connection with the original qualifying circumstance.

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

19.7 The take-home car program:

- A. All employees who have a Police Department take-home vehicle, shall be permitted to use the take-home vehicle within Alachua County for the purposes of driving to and from work, attending accredited schools (educational classes), picking up uniforms from the dry cleaners, or engaging in physical fitness activity, or unless justified for operational purposes designated by the Chief, i.e. on call.
- B. In addition, employees may transport passengers who are not City employees and are not on City business during the employee's off-duty hours under the following conditions:
1. Passengers are restricted to the employee's family members as defined in Article 12.2D of this Agreement;
 2. Transportation is limited to driving family members to and from daycare or school;

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3. The employee must submit a list of those family members to be transported, along with the address(es) of the daycare or school, to the Chief of Police or designee and receive written approval prior to transporting any person not a City employee or a person on City business;
 4. Any change in the number or identity of family members to be transported must be made in writing to the Chief of Police or designee for approval at least fifteen (15) days prior to beginning the change;
 5. The officer shall purchase at his/her sole expense, liability coverage on the vehicle assigned to him/her and the City of Gainesville shall be named an additional insured. The employee must also provide Personal Injury Protection (PIP) coverage as required by statute. The limits of the liability coverage shall be at least \$100,000 per individual and \$300,000 per occurrence. Proof of insurance shall be submitted to the Chief of Police or designee upon beginning this program and shall be verified on an annual basis;
 6. The officer shall maintain the required automobile liability and PIP coverage for as long as the member participates in the take-home vehicle program and when passengers under this subsection may be transported. The required automobile liability and PIP coverage shall be in place prior to the officer transporting a family member in the City vehicle. Thirty (30) days notice shall be provided to the City of Gainesville before the insurance coverage on the vehicle can be cancelled or reduced below required limits;
 7. The officer shall execute an affidavit, prior to transporting any family member, that he/she has read the conditions and that he/she has complied with said conditions;
 8. Failure to adhere to all of the conditions provided herein shall subject the member to disciplinary action up to and including termination.
- C. Employees who are required to take police-related action during off-duty hours and as a result of driving a take-home vehicle (in accordance with Department Manual), shall do so at the appropriate rate of pay and only for

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

- D Employees shall not be eligible for a take-home vehicle unless they live within Alachua County.
- E. Employees shall not be eligible for a take-home vehicle while on restricted duty or while suspended from duty.

ARTICLE 29

WAGES

29.1 ~~Base Rate Increase and~~ One-Time Payment

A. ~~Fiscal Year 2016 (October 1, 2015 — September 30, 2016)~~

Effective the beginning of the first pay period ~~in July 2016 (July 4th)~~ following ratification or resolution of impasse, bargaining unit members ~~listed in Exhibit II of this Agreement~~ shall ~~be eligible for a base rate increase as provided in Exhibit II~~ receive a one-time, lump sum, non-pensionable payment of \$800. ~~To receive the base rate increase provided in Exhibit II, an employee must be~~

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~~a bargaining unit member on July 4, 2016, and must be employed by the City of Gainesville at the time of final ratification of this Agreement.~~

B. One-Time Payments

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

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

29.2 Merit or Performance Increases

- A. ~~Effective October 1, 2013 through September 30, 2016, there shall be no Merit Increases~~the beginning of the first pay period following ratification or resolution of impasse, Merit Increases shall be provided in accordance with this paragraph (29.2).
- B. For regular (non-probationary) employees, the review period is a one-year period from October 1 through the next September 30. ~~Employees will continue to be reviewed, but there will be no Merit Increases associated with these reviews.~~
- C. To receive the merit increase, an employee must be a bargaining unit member on the effective date of the increase.

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<u>Calendar Year</u>	<u>Rating Period</u>	<u>Eligibility</u>	<u>Job Classification</u>	<u>Increase to Annual Base Rate*</u>	<u>Effective Date of Increase</u>
<u>2017</u>	<u>Oct. 1, 2015 – Sept. 30, 2016</u>	<u>Overall performance score of 3.0 or higher</u>	<u>Officer</u>	<u>\$0</u>	<u>N/A</u>
			<u>Corporal</u>	<u>\$0</u>	
			<u>Sergeant</u>	<u>\$0</u>	
<u>2018</u>	<u>Oct. 1, 2016 – Sept. 30, 2017</u>		<u>Officer</u>	<u>\$2,020</u>	<u>Upon ratification or resolution of impasse</u>
			<u>Corporal</u>	<u>\$2,310</u>	
			<u>Sergeant</u>	<u>\$2,825</u>	
<u>2019</u>	<u>Oct. 1, 2017 – Sept. 30, 2018</u>		<u>Officer</u>	<u>\$1,040</u>	<u>January 14, 2019</u>
			<u>Corporal</u>	<u>\$1,190</u>	
			<u>Sergeant</u>	<u>\$1,455</u>	

*Any increase shall be limited by the pay range maximum and shall not conflict with an employee's DROP agreement.

Should there be no performance evaluation for an employee for the rating period specified, the most recent available performance evaluation shall be utilized to determine eligibility. 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 (score of 3.0 or higher) of his/her **initial** probationary period. Payment in those instances shall be made prospectively from the beginning of the first full pay period following completion of the **initial** probationary period.

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

29.3 A. Promotion

When an employee is promoted, his/her salary shall only be advanced to a rate in the new pay range which would provide at least a five percent (5%)

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increase in the range from which he/she was promoted. The effective date of the promotion becomes the employee's new evaluation date. An employee's evaluation date shall be the anniversary date of the last salary adjustment.

B. Transfer

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

C. Temporary Assignments.

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

D. Demotion

When an employee is demoted to a position in a job classification with a lower pay grade, the employee shall be paid within the approved range for the lower paid job classification. The rate of pay shall be set by the Human Resources Director.

~~E. Deferred Retirement Option Program~~

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

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

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

29.4 In the event an employee is subject to an income deduction order, the City shall charge the employee an administrative fee, or fees, in accordance with limits established by law.