

1 **PREAMBLE**

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4 This agreement is entered into between the City of Alachua (The City”) and the Gator  
5 Lodge 67, Fraternal Order of Police, Inc. (“FOP” or “the Union”). The “Police Department”  
6 referenced in this Agreement is the Alachua Police Department; hereinafter APD, of the City of  
7 Alachua, Florida.

8 It is the intent and purpose of the City and the FOP to set forth herein their entire  
9 agreement concerning wages, hours, and other terms and conditions of employment. There shall  
10 be no individual arrangement contrary to the terms of this Agreement.

11 The words “employee” and “member” are used interchangeably throughout this  
12 Agreement. These words are synonymous and refer to employees of the City of Alachua Police  
13 Department who are members of the bargaining unit covered by this Agreement.

14 This Agreement is primarily intended to promote the interests of the citizens of Alachua  
15 and the public in general and having at all times available to them services on the most efficient  
16 and economical basis ~~that are~~ practically achievable. ~~—~~The City, the FOP, and each member of the  
17 bargaining unit agree to use their best efforts to serve the citizens of the City and the public in  
18 general, to see that the public is served efficiently and with dedication to its interests, to assure  
19 that the services of the City are provided without interruption and with the highest standards of  
20 proper public performance.

21 It is contemplated that this Agreement will serve the public interest by maximizing the  
22 efficiency and productivity of employees of the Alachua Police Department by insuring that  
23 members of the bargaining unit will at all times be responsive to and make every reasonable effort  
24 to carry forward the City’s legitimate activities and functions with promptness and dispatch, and  
25 will accept and execute promptly all instructions and orders given to them; and by defining the  
26 City’s obligations to the FOP and members of the bargaining unit, and the FOP and members of  
27 the bargaining unit’s obligations to the City, thus avoiding disputes; and to provide a procedure  
28 for the resolution of claims that this Agreement has been violated by either party, without any  
29 interruption of, or other interference with, the operation of the Police Department.

1 “Days” in this Agreement means working days during a pay period.

2  
3 **Article 1**

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5 **RECOGNITION**

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8 1.1 The City hereby recognizes the Gator Lodge 67, Fraternal Order of Police, Inc., hereafter referred  
9 to as the FOP to be the exclusive bargaining representative for all matters affecting wages, hours,  
10 and working conditions for those employees in the unit certified by the Public Employees  
11 Relations Commission. **Certification Number 1791**

12 **Included: All employees of the City of Alachua Police Department in the**  
13 **classification of communications operator, patrolman, and sergeant.**

14 **Excluded: All other employees of the City of Alachua Police Department, excluding**  
15 **specifically the police chief, the assistant chief, and the communications supervisor,**  
16 **and all other employees of the City of Alachua.**

17 1.2 It is further understood and agreed that the FOP shall designate, in writing, those individuals who  
18 may speak on its behalf in any matter between the FOP and the City; however, such matters shall  
19 include only those matters with which the FOP has the authority regarding its membership. Any  
20 written notice designating any individual to speak on behalf of the FOP shall state the period of  
21 time for such designation. Furthermore, a written list of the officers and representatives of the  
22 FOP, and those individuals who are authorized to speak on behalf of the FOP, shall be furnished  
23 to the Chief of Police immediately upon their designation and the Chief of Police shall be notified,  
24 in writing, of any changes of said representative within five (5) days of such change.

25 1.3 Nothing in this Article, however, shall prohibit any member of the bargaining unit from  
26 discussing any concern, complaint or suggestion with his or her supervisor, Division Commander  
27 or Chief of Police.

28 **Article 2**

29 **GRIEVANCE AND ARBITRATION PROCEDURE**

1     2.1     In a mutual effort to provide a harmonious working relationship between the parties to this  
2             Agreement, it is agreed and understood that there will be procedure for the resolution of  
3             grievances between the parties and that such procedure shall cover grievances involving  
4             discharge, suspension, demotion, or any other adverse personnel action against a member covered  
5             by this Agreement or any other dispute between the City and one or more employees concerning  
6             the interpretation or application of, or compliance with the agreement including disputes  
7             regarding discipline. The discharge, discipline, demotion, layoff or suspension of  
8             probationary/training employees on initial hire or rehire shall not be subject to the grievance  
9             procedure of this Agreement.

10    2.2     Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any  
11             grievance not answered by Management within the prescribed time limits shall automatically  
12             advance to the next higher step. Should the grieving party fail to observe the time limits as set  
13             forth in the steps of this Article, grievance shall be considered conclusively abandoned.

14    2.3     Grievances shall be presented in the following manner:

15       **Step 1:**     Employee shall first take up grievance with the immediate supervisor within five (5) working  
16                     days of the occurrence of the event(s) which gave rise to the grievance or from the date which  
17                     the employee becomes knowledgeable of the cause of action. If the event which gave rise to  
18                     the grievance occurred at a time when the employee was on annual leave, sick leave or other  
19                     compensated leave, the five (5) working day period shall commence running immediately  
20                     upon the employee's return from such compensated leave. The first step shall be on an  
21                     informal and oral basis. The FOP representative may be present to represent the employee.  
22                     The immediate supervisor shall render decision within five (5) working days.

23       **Step 2:**     Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be  
24                     reduced in writing by the employee or a FOP representative and shall next be taken up with  
25                     the Chief of Police through the grievant or the representative of the FOP and the Chief of  
26                     Police within five (5) working days after completion of Step 1. The Chief of Police shall  
27                     within five (5) working days after discussion render decision in writing, with a copy to the  
28                     employee's organization.

**Step 3:** Any grievance not satisfactorily settled at Step 2 will be taken up with the City Manager or designee with five (5) days from the date the Chief of Police has rendered decision. The grievance as specified in writing shall be discussed by and between the employee and representative of the FOP and the City Manager within five (5) working days after completion of Step 2. The City Manager shall, within five (5) working days, render a written decision.

**Step 4:** Arbitration: In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the FOP and/or the grievant may request that the grievance be submitted to arbitration within fifteen (15) working days after the City Manager renders a written decision on the grievance. The arbitrator will be any impartial person mutually agreed upon by and between the parties. If an impartial arbitrator cannot be mutually agreed upon within fifteen (15) days after the grievance is submitted to arbitration, then the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option within five (5) days of receipt by striking three (3) names in alternating fashion, with the grieving party striking first.

A. ~~(a)~~—The City and the FOP and/or grievant shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator thereafter, shall confine decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine consideration and determination to the written statement of the grievance presented in Step 3 of the grievance procedure.

B. ~~(b)~~—The arbitrator shall fashion, an appropriate remedy for violations of the provisions contained in this Agreement.

C. ~~(c)~~—The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement to any part thereof or amendment thereto. The arbitration hearing shall be conducted in accordance with the Rules of Procedure promulgated by the Federal Mediation and Conciliation Service.

D. ~~(d)~~—Each party shall bear the expense of its own witnesses and of its own representatives for purpose of the arbitration hearing. The impartial arbitrator's fee and

related expenses and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

~~E.~~ ~~(e)~~ Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

~~F.E.~~

~~G.F.~~ Where a grievance is general in nature, in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the FOP and the City, such grievance shall be presented by the FOP Representative, in writing, directly to the City Manager, (Step 3) within ten (10) working days of the occurrence of the event(s).

~~H.G.~~ All above-mentioned time frames may be extended in writing by mutual agreement.

### Article 3

#### **DUES DEDUCTION**

- 3.1 Any member of the Bargaining Unit may have membership dues deducted from wages. Dues shall be deducted once each month and shall thereafter be transmitted to the FOP, accompanied by a list of those employee's names whose dues are included.
- 3.2 The FOP agrees to indemnify, defend and hold the City harmless against any and all claims, suits, orders of 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.

### Article 4

#### **MANAGEMENT RIGHTS**

- 4.1 It is the right of the Employer to determine unilaterally the purpose 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.

1 4.2 In addition, the FOP recognizes the sole and exclusive rights, powers and authority of the  
2 Employer further include, but are not limited to, the following: to direct and manage employees  
3 of the City; to hire, promote, transfer, schedule, assign and retain employees, to suspend, demote,  
4 discharge or take other disciplinary action against employees for proper cause; to relieve  
5 employees from duty because of lack of work, funds, or other legitimate reasons; to maintain the  
6 efficiency of its operations including the right to contract and subcontract existing and future  
7 work; to determine the duties to be included in job classifications and the numbers, types and  
8 grades of positions or employees assigned to an organizational unit, department or project; to  
9 assign overtime and to determine the amount of overtime required, to control and regulate the use  
10 of all its equipment and property; to establish and require employees to observe all its rules and  
11 regulations, to conduct performance evaluations; and to determine internal security practices. The  
12 Employer agrees that, prior to substantial permanent lay-off of FOP bargaining unit members, it  
13 will discuss such with the FOP.

14 4.3 If, in the sole discretion of the City Manager/Designee, it is determined that civil emergency  
15 conditions exist, including, but not limited to, riots, civil disorders, severe weather conditions (or  
16 similar catastrophe), the provisions of this Agreement may be suspended by the City  
17 Manager/Designee during the time of the declared emergency, provided that wage rates and  
18 monetary fringe benefits shall not be suspended. Should an emergency arise, the FOP shall be  
19 advised as soon as possible of the nature of the emergency.

## 21 Article 5

### 22 PERSONNEL RECORDS

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26 5.1 Each employee covered by this Agreement shall have the right to inspect his or her official  
27 personnel file, provided, however, that such inspection shall take place during working hours at  
28 the location where the official personnel file is kept. The employee shall have the right to make  
29 duplicate copies of any items contained in his or her official personnel file.

1 5.2 Employees shall have the right to file a written response to any letter of reprimand or to any  
2 document which is placed in the employee's official personnel file as a result of supervisory  
3 action or citizen complaint. At the employee's request any such written response shall be  
4 included in the employee's official personnel file together with the letter of reprimand or other  
5 document against which it is directed.

6 5.3 To the extent permitted by law and in order to protect the privacy and promote the safety of  
7 individual police officers, the City agrees not to directly or indirectly furnish the news media or  
8 the public with any employee's home address, telephone number **or** photograph.

9 5.4 The FOP agrees not to directly or indirectly furnish the news media or the public with personnel  
10 records without the consent of the City and the employee thus insuring the confidentiality of  
11 personnel records other than required by law.

## 12 **Article 6**

### 13 **SENIORITY**

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18 6.1 The City agrees that seniority shall consist of continuous accumulated paid service with the City.  
19 It shall be computed from the date ~~of hire~~ probation is completed in rank or classification. Members  
20 serving in a higher rank or classification shall have seniority over those of lower rank or classification.  
21 Seniority shall accumulate during leaves of absence due to injury, illness, vacation, or any other  
22 leave authorized and approved by the City.

23 6.2 Vacation periods for each calendar year shall be drawn by employees on the basis of seniority.

24 6.3 In the event of a layoff for any reason, employee performance evaluations will be the determining  
25 factor used by the City. In the event that more than one employee has the same performance  
26 evaluation, employees will be laid off in the inverse order of their seniority. Any employee to be  
27 laid off, who has advanced to present classification from a lower classification, in which he or she  
28 held a permanent appointment, shall be given a position in a lower classification in the same  
29 department. His or her seniority in the lower classification shall be established according to the  
30 date of permanent appointment with the Police Department. No new employee shall be hired in  
31 any classification until all employees on layoff status in that classification have had an

1 opportunity to return to work. Employees shall be called back from layoff with the performance  
2 evaluation being the determining factor. In the event that more than one employee has the same  
3 performance evaluation, employees will be recalled according to the seniority in the classification  
4 from which the employee was laid off.

5 6.4 Employees shall be notified of their recall to work by registered letter mailed to their address of  
6 record and shall be given fifteen (15) calendar days to return to work. A recalled employee shall  
7 notify the employer in writing of the employee's intent to return to work within five (5) calendar  
8 days of notice of attempt to deliver the recall letter.

9 6.5 An employee laid off pursuant to this Article, provided the insurance carrier concurs, shall be  
10 given the opportunity to continue insurance coverage in existing programs during the layoff  
11 provided that the premiums for such insurance programs shall be paid by the employee on a  
12 monthly basis in advance of the month due.

13 6.6 Recall will be the current rate of pay for classification but not lower than when the employee was  
14 laid off. Upon recall, all credit for seniority shall be restored.

15 In the event of a vacancy in a Department or Division, and/or a promotional vacancy, seniority  
16 will be given reasonable consideration, but will not be the determining factor.

17 6.7 Seniority shall also be considered in the selection of any employee to be sent to any type of  
18 schooling.

## 19 **Article 7**

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### 21 **LEAVE OF ABSENCE**

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#### 23 **7.1 Leave of Absence Without Pay:**

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25 The decision to grant leave without pay (leave of absence) is a matter of administrative discretion.

26 It shall be incumbent upon the Chief of Police to weigh and determine each case on its own merits.

27 Any leave of absence for a period of thirty (30) days or more must have the approval of the City

28 Manager. Failure of any employee to return to duty upon expiration of his/her leave of absence

29 shall constitute the resignation of that employee. Holidays, sick leave, annual leave and any other

30 benefits based on time spent in the employment of the City shall not accrue during a leave of



1 absence without pay provided, however, that the employee may maintain health insurance  
2 coverage by paying the total cost of his/her group insurance premium. Longevity increases, merit  
3 increases and any other increases for which an employee may become eligible based on whole, or  
4 in part on length of service with the City shall not be credited during any period of leave of absence  
5 without pay.

6 A. ~~(a)~~ An employee shall return from leave of absence to the same step of his/her salary  
7 grade as at the time of commencement of leave of absence.

8 A.B. ~~(b)~~ Any employee who is a member of the National Guard or an organized military  
9 service unit of the United States will be allowed a leave of absence with pay when  
10 called to active duty or for training with the armed forces in accordance with State  
11 and Federal Law.

## 12 7.2 **General**

13 An employee shall return from any leave of absence to the same step of his/her salary grade as at  
14 the time of commencement of the leave of absence.

15 Military leave shall be granted in accordance with the provisions of State and Federal Law. All  
16 employees entitled to military leave shall give their supervisor an opportunity, within the limits of  
17 military regulations, to determine when such leave shall be taken.

## 18 7.3 **Leave of Absence With Pay**

19 Leave with pay for sufficient cause (including illness) may be granted to regular employees of the  
20 City, by the City Manager, up to an including five (5) consecutive working days in any twelve-  
21 month period. More extended periods of leave with pay may not be granted except by express  
22 approval of the City Commission. This provision is applicable only if all accrued vacation time is  
23 exhausted.

# 24 **Article 8**

## 25 **PROBATIONARY /TRAINING PERSONNEL**

- 1 8.1 All new members and those who have been promoted to a higher classification or rank in the  
2 department shall serve a probationary/training period of 365 days, which can be extended for up  
3 to 6 months at the discretion of the Chief of Police, during which time they shall not be entitled to  
4 any seniority rights but during such period shall be subject to all terms and conditions of this  
5 Agreement.
- 6 8.2 Upon successful completion of said 365 days or such period of extension as provided for in 8.1,;  
7 new, employees shall be shown as regular full time employees. Those promoted in classification  
8 or to Sergeant and seniority rights shall accrue seniority in classification or rank from the  
9 commencement date of successful completion of the probationary/training period.

## Article 9

### **BULLETIN BOARDS**

- 17 9.1 The City agrees to provide a bulletin board for FOP use at the APD Police Station.
- 18 9.2 The City shall permit the FOP to post notices of the FOP's business and matters relating to the  
19 administration of this Agreement.
- 20 9.3 The City will post any proposed changes to Policies and Procedures on the FOP Bulletin Board as  
21 Provided in Article 13.34 at least 30 days prior to effective date of the proposed changes, as  
22 provided in Article 13.4.
- 23 9.4 The City shall create a FOP intranet portal where the FOP can post approved material for  
24 bargaining unit members.
- 25 9.5 The City will also post notices to FOP and unit members on the site.

## Article 10

### **VOTING/POLITICAL ACTIVITY**

- 32 10.1 During a primary, general, or special election, an employee who is a registered voter whose hours  
33 of work do not allow sufficient time for voting shall be expected to take advantage of early voting,  
34 absentee ballot or other options available to the public.

10.2 Employees will be allowed to engage in the full range of political activities guaranteed to all citizens while off duty and not in uniform.

## Article 11

### **INTERNAL INVESTIGATIONS & OBLIGATIONS TO THE PUBLIC**

11.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves these employees in all manner of contacts and relationships with the public and out of such contact and relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by ~~by, or under the direction of departmental supervisory officials~~ a sworn law enforcement officer whose ~~primary~~ concern must be the security of the City and preservation of the public interest. In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizens' complaints and matters of internal security; provided, however, that any investigative interrogation of any employee covered by this Agreement relative to a citizen's complaint and or a matter of internal security shall be conducted under the following conditions and following the provisions of F.S.S. 112, the Police Officer's Bill of Rights.

A. No employee shall be ordered to submit to any device designed to measure the truth of his/her responses during questioning, provided, however, that there shall be no restriction on the right of any employee to submit to such device on a voluntary basis.

B. In the interest of internal security and fairness to the employee under investigation, the City insofar as is legally permissible, agrees to make no conclusionary public statements

1 concerning the validity of the allegations under investigation until such time as the  
2 investigation has been completed. In the event the employee under investigation, or any  
3 organization or person representing said employee makes public statement concerning the  
4 allegations under investigation, the City shall have the right to respond in any manner it  
5 deems appropriate.

6 C. In all cases wherein an employee is to be interrogated concerning an alleged violation of  
7 the Department's Rules and Regulations which, if proved, may result in dismissal or in  
8 some other disciplinary measure, he shall be afforded a reasonable opportunity and  
9 facilities to contact and consult privately with an attorney of his/her choosing and the  
10 representative of the FOP, who may be present during all interrogation. The attorney and  
11 their FOP representative may be present during the interrogation. When the attorney  
12 and/or representative is not immediately available and conditions permit, the  
13 interrogation will be postponed for twenty-four (24) hours or to a date mutually agreed  
14 upon.

15 D. In cases where the City chooses to relieve an employee from duty pending an  
16 investigation or other administrative determination, the following conditions will prevail:  
17 The employee will remain on full salary and allowances and shall not lose any benefits  
18 during this period of time.

19 Should disciplinary action result from the investigation, that period of time in which the  
20 employee was relieved from duty will be included in disciplinary action. In the event that  
21 an employee has been paid, the employee's accumulated leave or compensatory time  
22 shall be charged as a set-off.

23 E. The findings of internal affairs investigations shall be labeled:

- 24 1. ~~(1)~~ Unfounded – The act or acts complained of did not occur or did not involve  
25 APD personnel.
- 26 2. ~~(2)~~ Not-sustained – Insufficient evidence to clearly prove or disprove the  
27 allegation/complaint.



1 acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful  
2 disregard of human rights, safety or property (acting outside legal authority).

3 12.2 The City agrees to indemnify all employees against judgments levied against them as a result of  
4 their actions while acting in the scope of their employment, unless the employee acted in bad faith  
5 or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights,  
6 safety or property (outside legal authority).

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11 **Article 13**

12 **DISCIPLINE, RULES AND REGULATIONS**  
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15 13.1 It is agreed that employees covered by this Agreement shall be subject to the City of Alachua  
16 Personnel Policies and Procedures and the Alachua Police Department Operations Manual as  
17 either one now exists or may be amended. Should there be any conflict between the provisions of  
18 the Operations Manual and the City's Personnel Policies and Procedures, the City's Personnel  
19 Policies and Procedures shall prevail. This Agreement shall prevail in any conflict with either the  
20 Alachua Police Department Operations Manual or the City of Alachua Personnel Policies and  
21 Procedures.

22 13.2 Failure of employees to comply with the terms of the City's Personnel Policies and Procedures  
23 and the Police Department Operations Manual may result in the imposition of disciplinary action  
24 pursuant to the provisions of these above cited Rules.

25 13.3 It is the understanding and the intention of the parties that any disciplinary action taken in the case  
26 of an employee in this bargaining unit shall be subject to the grievance procedure as provided in  
27 Article 3 of this Agreement.

28 13.4 New or revised rules implemented within the Police Department Operations Manual and any  
29 changes in the City of Alachua Personnel Policies and Procedures, shall be posted on the FOP  
30 bulletin board at least 30 days prior to the effective date if the proposed changes in Policy and  
31 Procedures will impact wages, hours or terms and conditions of employment If the FOP disagrees

1 with a new Police Department rule or City Personnel Policies and Procedures, it shall make a  
2 written request for a meeting with the designated city bargaining representative to attempt to  
3 reach a mutual agreement. The FOP request shall be delivered to the designated city  
4 bargaining representative and the meeting shall be held prior to the proposed effective date of  
5 such rule. The 30 day posting requirement may be waived by mutual agreement between the  
6 local FOP Representative and the City Representative.

7 13.5 A copy of the City Personnel Policies and Procedures is issued to each member and on file at the  
8 Police Department for the information of all department personnel.

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#### Article 14

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#### **TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION**

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14.1 Employees temporarily ~~filling-serving (acting) in a position of higher rank~~~~an acting capacity, a~~  
13 ~~position in higher rank~~ shall ~~receive the beginning rate of the higher classification. The pay rate~~  
14 ~~will be at~~ be paid for such hours at the minimum rate of the position being filled or at least five  
15 percent (5%) higher than the employee's base rate, whichever is greater.

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#### Article 15

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#### **TRAINING**

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15.1 Where the City requires any employee to attend supervisory training and/or training in specialized  
21 techniques, the City will make every reasonable effort to facilitate the employee attending such  
22 training during normal working hours. In the event the City is unable to schedule the employee to  
23 attend such training during normal working hours, the employee shall be required to attend such  
24 training during off-duty hours. However, the time spent by the employee in such training during  
25 off-duty hours shall be compensated in accordance with Hours of Work and Overtime.

26

15.2 All sworn officers will be required to train and qualify with their service weapon on a semi-annual  
27 basis. The training will be conducted by a certified firearms instructor. All ammunition and  
28 safety equipment will be furnished by the City. Any employee required to attend such training

1 during off-duty hours will be compensated in accordance with Hours of Work and Overtime. An  
2 employee will be required to post a score of at least seventy-five (75%) to qualify. Any employee  
3 posting a score of ninety-two percent (92%) or better, two consecutive semiannual times, will  
4 receive a bonus of one day of paid leave, not charged against any other leave time, to be taken by  
5 employee at any time, with approval of the supervisor.

6 15.3 Transportation to the pistol range or transportation to any required and scheduled training shall be  
7 provided by the Police Department. In the event such transportation is not available, the  
8 employee shall be entitled to applicable travel time and mileage allowance, at the current rate  
9 established by the I.R.S.

10 15.4 Current Florida State Statutes are on file at the Police Department and online for use by all  
11 personnel.

## 12 **Article 16**

### 13 **FOP REPRESENTATIVE**

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15 16.1 The Employee Organization (FOP) shall be represented by its President or his/her designee.

16 16.2 An employee representative of the FOP shall be permitted reasonable access to all departmental  
17 work locations at reasonable times to handle specific grievances and matters of interpretation of  
18 the Agreement.

19 16.3 The City shall provide the FOP on annual basis a complete roster of the bargaining unit, including  
20 name, rank, address, telephone (unless unlisted), present assignment and current pay scale.

21 16.4 One (1) employee representative of the FOP who is engaged in the negotiation of this contract or  
22 in the successor contract shall be allowed to attend the negotiation sessions that occur within their  
23 normal duty hours without loss of pay or benefits.

24

## 25 **Article 17**



## EDUCATIONAL ASSISTANCE

### **17.1 Educational Assistance Plan**

The plan is designed to assist City employees in obtaining ~~a~~ college education, up to and including a B.A/B.S., in subjects that maintain or improve skills in their position.

### **17.2 Application Procedure**

- A. The employee must have successfully completed all applicable training periods.
- B. The employee must submit a timely application to his/her Department Director prior to registering for the course. Application forms are available on COA Intranet – Human Resources. Approved applications will be sent to the Human Resources Director for final budget and management review and decision.
- C. Employee will only be reimbursed if still employed by the City upon completion of the course.
- D. Employee must certify that he/she is not receiving any funds for reimbursement from any source other than the City of Alachua (i.e. grants or other source of financial aid).
- E. A grade of “C” or higher is required as a final grade for the course

### **17.3 Reimbursement**

- A. Costs for books are not reimbursable as they are considered personal property of the employee.
- B. No reimbursement will be made for an incomplete course. ~~and no employee will be reimbursed more than one thousand (\$1,000) dollars per fiscal year (10-1-13 through 9-30-14).~~
- C. The total reimbursement (total pay out to all bargaining unit members) by the City under this Article 17 shall not exceed ~~four ten~~ thousand dollars (\$~~410~~,000) for FY 201~~43~~/201~~54~~.
- D. Funds will be committed on a first come first served basis as determined by the date / time applications are submitted to the Department Director. Applications must be sent to the Director (Chief) by email and are considered submitted the date and time transmitted.
- E. A pre-approved application form accompanied by tuition receipt and evidence of

satisfactory completion of the course with appropriate grade must be submitted through the Department Director to the Human Resource Department for reimbursement.

**17.4 Reimbursement shall be**

- A. Grade A (+/-) or Pass in Pass/Fail =100%
- B. Grade B (+/-) = 90%
- C. Grade C (+/-) = 80%
- D. Lower than C- = No Reimbursement

**Article 18**

**WORKERS COMPENSATION BENEFITS**

18.1 Workmen's Compensation provides medical and hospitalization expense benefits as well as partial payments in lieu of salary for workers injured on the job per applicable State of Florida Statute 440. 100% compensation will be paid by the City for loss time up to two (2) weeks. After that time payment will be made directly from workers compensation at 66% of total gross. Supplement pay of 34% can be acquired by utilizing sick leave and vacation time. Health insurance premiums will have to be paid by the employee after six (6) months on Workmen's Compensation Rules. Vacation and sick leave accrual will discontinue after six (6) months on Workmen's Compensation Rules.

**ARTICLE 19**

**INSURANCE**

19.1 The City agrees to furnish employees a major medical, surgical, hospitalization and dental benefits group insurance plan. Coverage begins the first of the month after the first full calendar month of employment.

1 19.2 The City agrees to pay the entire amount (100%) of the premium for the employees. Dependent  
2 coverage will be at the expense of the employee.

4 **Article 20**

5 **EQUIPMENT**

6  
7 20.1 The City will provide, at no cost to each employee, all uniforms required by the Police  
8 Department including a flashlight and batteries, bulletproof vest with a current warranty and a  
9 portable radio.

10 20.2 Any employee who shall sustain any breakage, loss or damage to uniform or personal equipment  
11 in the line of duty shall have it replaced at no cost to the employee.

12 20.3 All officers will inspect their vehicle before going on the street. If the officer finds any fault in the  
13 vehicle which might be considered a safety hazard, the officer shall inform the shift supervisor.  
14 The vehicle will not be returned to duty until all safety hazards are eliminated. When it has been  
15 proven that damage is due to operator negligence, the officer shall be subject to disciplinary  
16 action.

17 20.4 Upon completion of the FTO program sworn officers will be assigned a (take home) vehicle.  
18 Officers assigned take home vehicles shall be allowed to drive their assigned vehicles to and from  
19 his/her residence provided the residence of the employee and described take home use is within  
20 Alachua County.

21 20.5 Patrol vehicles will contain the following equipment in working order: Rotating emergency light,  
22 siren, loudspeaker, two-way radio, shotgun and shells, shotgun locks, first aid kit, fire  
23 extinguisher, reflective traffic vest, raincoat, and a prisoner cage guard in all vehicles which shall  
24 be used to transport prisoners.

25 20.6 It is recognized that time is of the essence in meeting the mutual obligations set forth in this  
26 article and both parties will expeditiously and with due diligence act to meet their respective  
27 obligations.

Article 21

**HOURS OF WORK AND OVERTIME**

21.1 The following provisions shall govern hours of work and overtime:

- A. ~~A.~~ Eighty (80) hours shall constitute a regular fourteen (14) day work period for all sworn Police Officers including Sergeants, no matter the regular duty assignment. Forty (40) hours shall constitute a regular seven (7) day work period for all other employees covered under this agreement. For the purpose of this Agreement, authorized compensated leave shall mean any leave compensated by the City.
- B. ~~B.~~ Hours worked in excess of a regular forty (40) or regular eighty (80) hour work period shall be compensated at the rate of time and one-half of the employee's regular straight time rate. ~~Compensation may will be taken at the employee's option, either by paypaid~~ or as compensatory leave if requested by employee and approved by the City.
- C. ~~C.~~ If an employee covered by this Agreement is called out to work at a time outside normal working hours, the employee shall receive a minimum of three (3) hours pay at the rate of time and one-half regular straight time. Call out time that falls either within one hour (1) hour before or within one (1) hour after the regular workday is considered an extension of the work day and is included in the total hours worked on that day.
- D. ~~D.~~ The aforementioned minimum call out compensation shall apply to required off-duty appearances as subpoenaed witness to attend any court, deposition, or other legal matters on pending criminal civil, or traffic cases where the employee is involved in official police capacity. Any witness fees, excluding salary or overtime pay, or any other related fees in connection with the appearance before any court or for the purpose of taking depositions shall be ~~retained-donated~~ by the employee to the APD Explorer Special Revenue Account.
- E. ~~E.~~ No supervisor or official shall take action to cause the non-payment of time and one-half in circumstances wherein the member covered by this Agreement has performed work which entitles ~~him-the member~~ to payment of time and one-half.

- 1 F. ~~F.~~ Work schedules will not be changed or altered to avoid the payment of overtime.
- 2 G. ~~G.~~ When an employee is put on a standby status for any reason, he shall receive
- 3 overtime at the established rate of time and one-half regular rate of pay. Standby status
- 4 is defined as when the personal activities of an employee are restricted to such a degree
- 5 as not to allow any movement from a designated area or location.
- 6 H. ~~H.~~ An employee performing any authorized extra-duty assignment shall be entitled
- 7 to the same rights, privileges, and benefits as if ~~were~~ working regular duty hours.
- 8 Compensation for extra-duty assignments will be at the established rate.
- 9 I. ~~I.~~ Hours worked by an employee in an extra-duty status as outlined in APD Extra
- 10 Duty Policy and Procedures must be paid regardless of work week provisions set forth
- 11 in Article 21.A.
- 12 J. ~~K.~~ The City has the authority to establish shifts and to use any method in
- 13 establishing a shift as well as change, increase, decrease, initiate, restrict and cancel a
- 14 shift in order to meet the needs of the department and to provide ~~—superior~~ service to
- 15 the community. However, the Department shall make a reasonable effort to provide two
- 16 (2) weeks prior written notice to the affected employees.

## Article 22

### ANNUAL LEAVE

22.1 Every employee shall receive a paid vacation accrued at the following rates for each full calendar year of service.

1 - 5 years.....80 hours

5 - 10 years.....120 hours

10 - 15 years .....136 hours

15 – 20 years.....160 hours

20 or more years.....180 hours

22.2 The following apply to and regulate the use of annual leave:

- 1           A.     The City will endeavor to accommodate split and/or staggered individual vacation dates  
2                     applied for by the member as a part of the paragraph (3) request
- 3           B.     Bargaining unit members must submit, between November 1 and December 31 by email  
4                     to the Chief of Police, or designee, initial vacation requests for the next calendar year. Any  
5                     employee hired after November 1 and before December 31 of any given year will comply  
6                     with this section if a leave request is to be submitted for vacation leave in the next  
7                     calendar year. Subsequent request will be considered on the same first come first  
8                     served/seniority basis
- 9           C.     Dates will be assigned (vacation leave granted) on a first come first served basis as  
10                    determined by the (email) date/time applications are submitted and seniority shall control  
11                    in the event of concurrent requests.
- 12          D.     Article 13 of this contract and The City of Alachua Personnel Policies and Procedures  
13                    Manual shall apply as appropriate.

14   22.3   ~~An employee request that a~~Accrued annual time ~~can~~be cashed-in in lieu of leave taken, ~~as~~  
15           ~~provided in the City's Personnel Policies and Procedures Section 6.02, Paragraph B.4 and C. may~~  
16           ~~be approved or rejected at the option and discretion of the City.~~

17   22.4   Accumulated annual leave not used during the calendar year in which it is eligible to \_\_\_\_\_  
18           \_\_\_\_\_be taken may be carried over or accumulated to the following calendar year. However, an  
19           employee cannot carry over more than ~~264~~240 hours of annual leave beyond ~~the each~~ calendar  
20           year ending ~~December 31, 2013. The increase in maximum carry over of annual leave from 240~~  
21           ~~hours to 264 hours is operative only for January 1, 2014 until September 30, 2014. Thereafter, the~~  
22           ~~maximum carry forward will revert and be reduced to 240 hours~~ It is the responsibility of the  
23           bargaining unit member to be aware of accrued and accruing annual leave and apply for (section 22.2)  
24           and maintain a balance that will not exceed a maximum accrual of 240 hours. Vacation and personal  
25           leave hours current totals for each member are published and listed on each employed pay notice  
26           ("stub") issued each pay period.

27   22.5   Unless employee resigns without two weeks notice or is terminated for violation of City's  
28           Personnel Policies and Procedures, employee shall be paid for granted and unused annual leave in

1 the regular scheduled final paycheck for wages earned. Under no circumstances will an employee  
2 be paid for more than 200 hours of unused annual leave.

3 22.6 Should the City increase the vacation benefit for non-bargaining unit members during the course  
4 of the contract, bargaining unit members will be granted the same increases as the non-bargaining  
5 unit members.

6  
7

## Article 23

8

### **SICK LEAVE**

9

10 23.1 All regular full-time employees shall be granted 3.69 hours sick leave per bi-weekly pay period.

11 These days are cumulative with no maximum. Any full time regular employee who maintains a  
12 minimum of 480 sick leave hours shall be granted twenty (20) hours of additional personal leave  
13 time. Any full time sworn officer working a 12 hour work day schedule for the entire calendar  
14 year who maintains a minimum of 480 sick leave hours shall be granted an additional four (4)  
15 hours of personal leave time for a total of 24 hours. The 480 hour balance must be maintained  
16 though the month of December to receive the additional personal leave credit which will be  
17 awarded after January 1<sup>st</sup> of the following year.

#### 18 23.2 Sick Leave Award

19 Any employee, except those sworn employees who work a 12 hour work day schedule for the  
20 entire calendar year, who uses twenty (20) or less hours of sick leave during the calendar year  
21 shall be granted twenty (20) hours of additional personal leave time the following January.  
22 Eligible employee must have successfully completed the training period and worked the entire  
23 calendar year, January – December of the prior year. Any sworn employee working a 12 hour  
24 work day schedule for the entire calendar year, who uses 24 or less hours of sick leave during the  
25 calendar year, shall be granted 24 hours of additional personal leave time after January 1<sup>st</sup> of the  
26 following year.

27 23.3 In the event of an employee's death, a lump sum payment for all hours of sick leave earned and  
28 accrued shall be paid in accordance with the law.

29 23.4 Sick leave may be used by the employee for the following reasons:

- 1 A. ~~(a)~~ Personal illness or physical incapacity of the employee.
- 2 B. Critical illness in the immediate family.
- 3 C. Enforced Legal quarantine due to exposure to contagious disease.
- 4 D. Medical, dental or optical appointments which cannot be arranged during off-duty hours
- 5 23.5 An employee on sick leave shall be paid regular holiday pay for any and all holidays that occur
- 6 while on such leave.
- 7 23.6 Should the City increase the sick benefit for non-bargaining unit members during the course of the
- 8 contract, bargaining unit members will be granted the same increases as the non-bargaining unit
- 9 members.

## 10 Article 24

### 11 HOLIDAYS

12

13 24.1 The City will recognize the following as paid holidays for employees:-

14 New Year's Day  
15 Martin Luther King's Birthday  
16 Washington's Birthday  
17 Memorial Day  
18 Independence Day  
19 Labor Day  
20 Veteran's Day  
21 Thanksgiving Day  
22 Friday after Thanksgiving Day  
23 Christmas Eve  
24 Christmas Day  
25 New Year's Eve Day, and:

26

27 24.2 ~~and a~~ Personal leave day to be used anytime during the calendar year. The personal day will be

28 granted during the first pay period in January of each year for current and new employees.

29 Employees hired after the first pay period in January will not receive ~~their a~~ personal day until the

30 following January. Those employees working 10 hours a day will be granted a 10 hour personal

31 day, those employees working 12 hours a day will be granted a 12 hour personal day and those

32 employees working 8 hours a day will be granted an 8 hour personal day. Personal leave day not

33 used during the calendar year in which it is eligible to be taken may not be carried over and

34 accumulated to the following calendar year or may not be cashed-in in lieu of taking the time off.



24.3 If a holiday falls on an employee's off duty day, ~~he shall receive holiday~~ pay at the regular rate of pay or a day added to vacation time at the City's employee's option shall occur.

24.4 An employee ~~required to~~ who works on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day ("Premium Holiday") ~~a holiday listed above~~ shall receive holiday regular pay ~~or a day added to vacation time at the employees option; and,~~ in addition, ~~thereto he~~ shall receive time and one-half (1 1/2)time and one half (1 1/2) regular rate for ~~all~~ hours worked on the holiday. However, If an employee works overtime on any recognized holiday ~~he the employee~~ shall only receive time and one half (1 1/2) regular rate for all ~~the overtime~~ hours worked on the holiday.

24.5 An employee who works a recognized holiday, other than a "Premium Holiday" as defined in 24.4, shall receive regular pay and, in addition, one time the regular rate the hours worked on the non- premium holiday. However, if an employee works overtime on any recognized holiday the employee shall receive time and one half (1 1/2) regular rate for all overtime hours worked.

~~24.56~~ If the holiday occurs while an employee is on vacation the holiday shall be taken and a vacation day not charged for the holiday.~~he shall receive an additional day's vacation, or compensation in lieu thereof, with supervisor's approval.~~

~~24.67~~ The holidays recognized for all employees are those listed above and not any other designated day.

~~24.7 Should the City increase the Holiday benefit for non-bargaining unit members during the course of the contract, bargaining unit members will be granted the same increases as the non-bargaining unit members.~~

## Article 25

### **BEREAVEMENT LEAVE**

25.1 The City agrees when a death occurs in the immediate family of an employee, that employee shall be granted up to three days off for the funeral. An employee needing additional time may be

1 granted up to seven (7) days from accumulated sick, compensatory time, personal or vacation  
2 time by the Chief of Police.

3 25.2 The City agrees that the immediate family as cited above shall be defined as: father, mother,  
4 spouse, children, stepchildren, step parents, brother, sister, grandparents, grandchildren, and in-  
5 laws (immediate family only). If the employee was reared by someone other than one of the  
6 above named, he may request the leave as though he had been reared by one of the above named.

7 25.3 The City agrees that bereavement leave is a separate category and will not be charged against any  
8 other leave.

9 **Article 26**

10 **WAGES**  
11

12 26.1 Members covered by this agreement will not receive a COLA adjustment for fiscal year  
13 ~~2013/2014 (26.4) 2014/2015.~~

14 26.2 Members covered by this agreement will not receive Merit Pay or Longevity pay adjustments as  
15 outlined in City of Alachua Personnel Policies & Procedures, Chapter V, Article 5.03, for fiscal  
16 year ~~2014/2015 but see 26.3, 26.4 and 26.5 2013/2014.~~

17

18 26.3

19 A. Bargaining unit members shall, subsequent to 10-1-14 and before 01/21/2015 receive a one  
20 time additional wage payment, in a lump sum and subject to all applicable withholding  
21 amounts, based on the following time in service as of 10-1-2014:

22 1. Date of hire to less than five years, 2%

23 2. Five years to less than 15 years, 2.5%

24 3. Fifteen years plus, 3%

25 B. A member must be employed prior to 10-01-2014 and in good standing to be entitled to the  
26 one-time payment.

27 ~~The City and the FOP agree to reopen negotiations on all Articles no later than June 6, 2014 for fiscal~~  
28 ~~years 2014/2015.~~

26.4 ~~Effective for the first full pay period in October of 2013 as set forth in Article 26.5 H., all bargaining unit members shall receive a three percent pay increase (COLA) in the form of the scheduled increases set forth in this section or by separate adjustment, but not both. Positions will be sited within the City of Alachua Classification and Compensation Plan as follows:~~

the following pay and classification shall be in effect:

**Police Officer I (Probationary or new hire)**

~~Level 23~~ 15.60/hr. to ~~24.11~~24.60/hr

**Police Officer II**

~~Level 24~~ ~~16.39~~17.36/hr to ~~25.32~~26.60/hr

~~Detectives/SRO/Canine Officer currently assigned shall continue in pay Level 25 even if transferred~~

~~Level 25~~ ~~17.20~~/hr to ~~26.60~~/hr

**Police Sergeant**

~~Level 30~~ 21.97/hr to ~~33.95~~34.83/hr

**Communications Operator**

~~Level 20~~ 13.48/hr to ~~20.82~~21.82/hr

26.5 Implementation of Wage Schedule

A. Minimum required time in continuous service with APD for promotion shall be:

1. Police Officer I to Police Officer II – At least two Years (one year after completion of Probation/Training period if extended).

B. Members shall receive an increase to base pay of the higher rank to which promoted (Police Officer I to Police Officer II or Police Officer II to Sergeant ) or five percent of their then existing pay, whichever is greater.

C. Increases in pay within rank (Police Officer I, Police Officer II and Sergeant) shall be based on merit, as reflected in the annual evaluation, as recommended by the Chief of Police, approved by the City Manager and funded in the annual City Budget.

1 D. All promotions shall be subject to a one year period of probation (which may be extended  
2 for an additional six months upon approval of the Chief of Police).

3 E. Failure to satisfactorily complete probation may result in demotion/reduction in pay or  
4 termination as the facts and circumstances require.

5 F. All Members currently serving as Police Officer II and compensated below the minimum  
6 wage for the rank (\$17.36/Hr.) shall be paid that beginning rate. All members classified  
7 as Police Officer II and paid above the \$17.36/Hr. rate will remain at their existing rate  
8 for the 2014/15 fiscal year. The members to receive automatic increase to \$17.36/Hr. are  
9 shown on the Attached Schedule A:

10 G. The Pay Classification of Detective, Canine Officer and School Resource Officer are  
11 abolished. However, the following benefits are here established and are amounts that,  
12 according to the United States Internal Revenue Code, are treated as ordinary income and  
13 subject to withholding requirements according to law:

14 1. Those now assigned the care, custody, control and duties of working with a  
15 canine partner continue at their current rate of pay shall be paid as set forth in F.  
16 above plus be paid one additional hour per day for all days, on or off duty, as  
17 compensation for caring for the canine. The hour per day shall be compensated  
18 at the rate of \$12.00/hour and all other expenses shall continue to be paid by the  
19 city consistent with city then existing policy.

20 2. Members now assigned to plain clothes duty (whether referred to as detectives,  
21 investigators, etc.) will also continue at the current rate of pay set forth in F.  
22 above and be classified according to Article 26.4, but, will also receive a  
23 clothing stipend of \$700.00/Year, prorated and paid quarterly.

24 3. A Member serving as a School Resource Officer shall receive no benefit or  
25 stipend beyond wages and other benefits provided all uniform officers.

26 4. All sworn officer positions shall be classified as set forth in Article 26.4 and  
27 transfer between assignments shall be considered lateral and not, in and of itself,  
28 be a promotion, demotion, change of status or rank.

H. All changes in compensation pursuant to this Agreement will be implemented effective the beginning of the first pay period after ratification of this Agreement by, first, the Collective Bargaining Unit and, second, by the Alachua City Commission

~~A. Upon successful completion of the initial 365-day probationary/training period, a Police Officer I shall be classified Police Officer II at base pay, Level 24.~~

## Article 27

### **SAVINGS CLAUSE**

27.1 All job benefits hereto enjoyed by the employees which, are not specifically provided for or abridged by the collective Bargaining Agreement shall continue under conditions that they had previously been granted. The Agreement will not deprive any employee of any benefits or protection granted by the laws of the State of Florida, the ordinances and policies and procedures of the City of Alachua.

## Article 28

### **SEVERABILITY CLAUSE**

28.1 Should any provision of this collective Bargaining Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of accord of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

28.2 Should any Article be rendered invalid, it shall be re-negotiated within sixty (60) days upon written notification by the COA or the FOP.

-

## Article 29

### **STRIKES AND LOCKOUTS**

29.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the employees or the FOP and there will be no lockouts by

1 the City for the duration of this Agreement. The FOP supports the City fully in maintaining  
2 normal operations.

3 29.2 Any employee who participates in or promotes a strike, work stoppage, picket line, slowdown,  
4 boycott or concerted failure or refusal to perform assigned work may be disciplined by the City  
5 and only the question of whether the employee did in fact participate in or promote such action  
6 shall be subject to grievance and arbitration procedure.

7 29.3 It is recognized by the parties that the City is responsible for and engaged in activities which are  
8 basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the  
9 event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate  
10 injunctive relief.

11 "Picketing" as used herein shall mean any action which has the effect of preventing or attempting  
12 to prevent employees from reporting to or continuing work or preventing the public from entering  
13 public facilities. Informational picketing is allowed.

14

15 **Article 30**

16 **PROMOTIONAL TO SERGEANT**

17 **EXAMINATION PROCESS**

18

19 30.1 ~~Vacancies-Promotions~~ to ~~a higher position-Sergeant~~ in the Department shall be filled ~~by a~~  
20 ~~promotional policy~~ as established in this Article.

21 30.2 The City will post, on all department bulletin boards, (for all eligible officers) a date for a  
22 competitive promotional examination. The City will give forty-five (45) days notice prior to the  
23 commencement of the examination(s) and provide a list from where the questions are to come for  
24 the written examination.

25 30.3 Officers, to be eligible to take the exam for Police Sergeant, shall have a minimum of ~~two~~three  
26 (23) years of continuous satisfactory full time service as a Police Officer with the City of Alachua  
27 or at least two years of continuous satisfactory certified sworn law enforcement service with another  
28 agency in the state of Florida the 36 months preceding the date of hire by APD, satisfactorily

1 completed the APD probation/training period and served one year continuously with APD after  
2 completion of probation./training.in order to be considered for the promotion.

3 30.4 The competitive process will consist of four (4) phases, a written multiple choice exam, a  
4 practical exercise, role playing and an oral board. An employee will have to obtain a score of at  
5 least 70% on the written exam to continue to the next stage of the process. The written test will  
6 consists of 100 multiple choice questions and the score is valid for two full years from the date of  
7 taking. However, if an officer elects to retake the written test when it is offered, only the more  
8 recent test score will be valid. The practice exercise will consist of presenting the officer with a  
9 simulated event and then requiring the officer to complete the required report(s) in order to  
10 evaluate the candidate's perception, knowledge and report writing skills. The third phase involves  
11 the candidate in a role playing exercise. The exercise is designed to evaluate the candidate's  
12 knowledge, judgment, composure, interpersonal skills, leadership and decision making. The  
13 practice exercise and role playing phase may be combined. The final phase consists of an oral  
14 board made up of the three (Sergeants or lieutenants or any combination) from law enforcement  
15 agencies in the state. The City will assemble and select the board and bear any associated costs  
16 during the oral board. Candidates will be asked to respond to questions concerning situations a  
17 Sergeant with APD would be expected to encounter.

18 Each phase (1-4) will be graded separately and weighted at 25 percent of the total score of 100  
19 (25 points each).

20 All candidates will be given the same written exam (phase I), and presented with the same  
21 practical exercise (phase II) and role playing scenario (phase III). The oral board will be  
22 unscripted (phase IV).

23 \_\_\_\_\_

24 30.5 The FOP may have one (1) proctor present during any part of the examination process (written or  
25 oral). The proctor shall act as an observer and will not interfere with the examination.

26 30.6 When a position becomes (i.e. detective, SRO, etc) available within the department or a new  
27 position is being created, the Chief of Police will post (thirty days in advance of the transfer) on  
28 all bulletin boards throughout the department the nature of the opening(s). All eligible and

1 interested officers will submit in writing (with an attached list of their qualifications and  
2 schooling) why they should be considered for the open or vacant position. The Chief of Police  
3 shall make the decision based on the most qualified candidate. The Chief of Police may take into  
4 consideration the past evaluations and discipline of the officers being considered.

5 30.7 The Chief of Police will be able to pick from the top three employees on the promotional list  
6 when determining who is to be promoted. The promotional list shall be valid for 24 months from  
7 the date of its inception. Should the City offer a new test before the expiration of the promotional  
8 list, the officers on the current list shall have the option to re-test. The rankings shall be from  
9 highest score to lowest and will incorporate officers from any and all current testing cycles.  
10 However, officers will be deleted from the promotion list when their 24 month eligibility expires.  
11 As officers are removed, those employees remaining on or added to the promotional list from a  
12 new testing cycle will be ranked from the highest score to the lowest.

13

14

15 **Article 31**

16

17 **DRUG POLICY**

18

19

20 31.1 The City of Alachua and the FOP recognize that the City should not accept any risk to the safety  
21 of its employees or members of the public or compromise the quality of our work, services or  
22 productivity as the result of alcohol or drug abuse which can impair one's normal mental and  
23 physical faculties. Both parties agree to the promotion of a drug free workplace pursuant to  
24 Florida State Statute 440.102 and Executive Order 12584 (Drugfree Workplace Act).

25 31.2 The FOP agrees to support any policy adopted by the City and abide by all its provisions

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27

28

29

30 **NON-DISCRIMINATION**

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32



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

32.2 The City and the FOP shall apply the provisions of this Agreement equally to all employees without discrimination, because of age, sex, race, creed, religion, national origin or disability except where the law allows consideration of such factors.

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

### **Article 33**

#### **Safety**

33.1 It shall be the joint responsibility of the City of Alachua and the FOP to work cooperatively to ensure the safest working environment possible.

33.2 The City and the FOP shall meet at least quarterly to discuss safety concerns; however, either party may call a safety meeting at any time to discuss safety concerns.

### **ARTICLE 34**

#### **CONTRACT FORMAT**

The City of Alachua proposes the following format for Contract between the City of Alachua and Gator Lodge 67 Fraternal Order of Police to be effective fiscal year 2014/2015 and thereafter:

#### **Article #**

#### **Title**

#.1 First Level

A. Second Level

1. Third Level

a. Fourth Level

(1) Fifth Level

(a) Sixth Level

i. Seventh Level

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a. Eight Level  
1. Ninth Level

#.2 ect...

**TERM OF AGREEMENT**

\_\_\_\_\_This contract is ratified and shall be effective October 1, 2013-4 after approval by the City -of-  
Alachua Commission and will remain in effect until September 30, 20145. This contract will -remain in  
full force and effect until its successor is ratified and implemented.

**DATE TO OPEN**

**FISCAL YEAR 2015/2016 NEGOTIATIONS**

The City and the FOP to reopen negotiations on all Articles no later than June 9, 2015

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date sworn.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Traci L. Cain, City Manager

**THIS AGREEMENT was ratified by a majority of the members of the Bargaining Unit in voting  
conducted -October 13, January 5, -20135**

\_\_\_\_\_  
01/05/2015

\_\_\_\_\_  
Date  
Bargaining Agent

-Jeff Mc Adams, Business AgentAaron Wagle, FOP

Gator Lodge 67, Fraternal Order of Police, Inc.

1  
2 **THIS AGREEMENT is ratified by the Alachua City Commission and the Mayor authorized and**  
3 **directed to affix his signature this - 21<sup>st</sup> day of October- January, 20135.**  
4

5 **Attest:**  
6

7  
8 \_\_\_\_\_  
9 Traci L. Cain, City Manager/City Clerk

\_\_\_\_\_ Gib Coerper, Mayor

10  
11 APPROVED AS TO FORM  
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15 Marian Rush, City Attorney

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