

PREAMBLE

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

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

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

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

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

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

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Article 1

RECOGNITION

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

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

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

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

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

Article 2

GRIEVANCE AND ARBITRATION PROCEDURE

2.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there will be procedure for the resolution of

grievances between the parties and that such procedure shall cover grievances involving discharge, suspension, demotion, or any other adverse personnel action against a member covered by this Agreement or any other dispute between the City and one or more employees concerning the interpretation or application of, or compliance with the agreement including disputes regarding discipline. The discharge, discipline, demotion, layoff or suspension of probationary/training employees on initial hire or rehire shall not be subject to the grievance procedure of this Agreement.

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

2.3 Grievances shall be presented in the following manner:

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

Step 2: Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced in writing by the employee or a FOP representative and shall next be taken up with the Chief of Police through the grievant or the representative of the FOP and the Chief of Police within five (5) working days after completion of Step 1. The Chief of Police shall within five (5) working days after discussion render decision in writing, with a copy to the 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. 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. The arbitrator shall fashion, an appropriate remedy for violations of the provisions contained in this Agreement.

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. 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

1 parties. Any party desiring a transcript of the hearing shall bear the cost of such
2 transcript unless both parties mutually agree to share said cost.

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

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

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

11 **Article 3**

12 **DUES DEDUCTION**

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14 3.1 Any member of the Bargaining Unit may have membership dues deducted from wages. Dues
15 shall be deducted once each month and shall thereafter be transmitted to the FOP, accompanied
16 by a list of those employee's names whose dues are included.

17 3.2 The FOP agrees to indemnify, defend and hold the City harmless against any and all claims, suits,
18 orders of judgments brought or issued against the City as a result of any action taken or not taken
19 by the City under the provisions of this Article.

20 **Article 4**

21 **MANAGEMENT RIGHTS**

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26 4.1 It is the right of the Employer to determine unilaterally the purpose of each of its constituent
27 agencies, set standards of services to be offered to the public and exercise control and discretion
28 over its organization and operations.

29 4.2 In addition, the FOP recognizes the sole and exclusive rights, powers and authority of the
30 Employer further include, but are not limited to, the following: to direct and manage employees
31 of the City; to hire, promote, transfer, schedule, assign and retain employees, to suspend, demote,

1 discharge or take other disciplinary action against employees for proper cause; to relieve
2 employees from duty because of lack of work, funds, or other legitimate reasons; to maintain the
3 efficiency of its operations including the right to contract and subcontract existing and future
4 work; to determine the duties to be included in job classifications and the numbers, types and
5 grades of positions or employees assigned to an organizational unit, department or project; to
6 assign overtime and to determine the amount of overtime required, to control and regulate the use
7 of all its equipment and property; to establish and require employees to observe all its rules and
8 regulations, to conduct performance evaluations; and to determine internal security practices. The
9 Employer agrees that, prior to substantial permanent lay-off of FOP bargaining unit members, it
10 will discuss such with the FOP.

11 4.3 If, in the sole discretion of the City Manager/Designee, it is determined that civil emergency
12 conditions exist, including, but not limited to, riots, civil disorders, severe weather conditions (or
13 similar catastrophe), the provisions of this Agreement may be suspended by the City
14 Manager/Designee during the time of the declared emergency, provided that wage rates and
15 monetary fringe benefits shall not be suspended. Should an emergency arise, the FOP shall be
16 advised as soon as possible of the nature of the emergency.

18 **Article 5**

19 **PERSONNEL RECORDS**

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23 5.1 Each employee covered by this Agreement shall have the right to inspect his or her official
24 personnel file, provided, however, that such inspection shall take place during working hours at
25 the location where the official personnel file is kept. The employee shall have the right to make
26 duplicate copies of any items contained in his or her official personnel file.

27 5.2 Employees shall have the right to file a written response to any letter of reprimand or to any
28 document which is placed in the employee's official personnel file as a result of supervisory
29 action or citizen complaint. At the employee's request any such written response shall be

1 included in the employee's official personnel file together with the letter of reprimand or other
2 document against which it is directed.

3 5.3 To the extent permitted by law and in order to protect the privacy and promote the safety of
4 individual police officers, the City agrees not to directly or indirectly furnish the news media or
5 the public with any employee's home address, telephone number or photograph.

6 5.4 The FOP agrees not to directly or indirectly furnish the news media or the public with personnel
7 records without the consent of the City and the employee thus insuring the confidentiality of
8 personnel records other than required by law.

9 10 **Article 6**

11 **SENIORITY**

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15 6.1 The City agrees that seniority shall consist of continuous accumulated paid service with the City.
16 It shall be computed from the date probation is completed in rank or classification. Members serving
17 in a higher rank or classification shall have seniority over those of lower rank or classification
18 Seniority shall accumulate during leaves of absence due to injury, illness, vacation, or any other
19 leave authorized and approved by the City.

20 6.2 Vacation periods for each calendar year shall be drawn by employees on the basis of seniority.

21 6.3 In the event of a layoff for any reason, employee performance evaluations will be the determining
22 factor used by the City. In the event that more than one employee has the same performance
23 evaluation, employees will be laid off in the inverse order of their seniority. Any employee to be
24 laid off, who has advanced to present classification from a lower classification, in which he or she
25 held a permanent appointment, shall be given a position in a lower classification in the same
26 department. His or her seniority in the lower classification shall be established according to the
27 date of permanent appointment with the Police Department. No new employee shall be hired in
28 any classification until all employees on layoff status in that classification have had an
29 opportunity to return to work. Employees shall be called back from layoff with the performance
30 evaluation being the determining factor. In the event that more than one employee has the same

1 performance evaluation, employees will be recalled according to the seniority in the classification
2 from which the employee was laid off.

3 6.4 Employees shall be notified of their recall to work by registered letter mailed to their address of
4 record and shall be given fifteen (15) calendar days to return to work. A recalled employee shall
5 notify the employer in writing of the employee's intent to return to work within five (5) calendar
6 days of notice of attempt to deliver the recall letter.

7 6.5 An employee laid off pursuant to this Article, provided the insurance carrier concurs, shall be
8 given the opportunity to continue insurance coverage in existing programs during the layoff
9 provided that the premiums for such insurance programs shall be paid by the employee on a
10 monthly basis in advance of the month due.

11 6.6 Recall will be the current rate of pay for classification but not lower than when the employee was
12 laid off. Upon recall, all credit for seniority shall be restored.

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

15 6.7 Seniority shall also be considered in the selection of any employee to be sent to any type of
16 schooling.

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18 **Article 7**

19 **LEAVE OF ABSENCE**

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22 **7.1 Leave of Absence Without Pay:**

23 The decision to grant leave without pay (leave of absence) is a matter of administrative discretion.
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25 It shall be incumbent upon the Chief of Police to weigh and determine each case on its own merits.

26 Any leave of absence for a period of thirty (30) days or more must have the approval of the City
27 Manager. Failure of any employee to return to duty upon expiration of his/her leave of absence
28 shall constitute the resignation of that employee. Holidays, sick leave, annual leave and any other
29 benefits based on time spent in the employment of the City shall not accrue during a leave of
30 absence without pay provided, however, that the employee may maintain health insurance
31 coverage by paying the total cost of his/her group insurance premium. Longevity increases, merit

1 increases and any other increases for which an employee may become eligible based on whole, or
2 in part on length of service with the City shall not be credited during any period of leave of absence
3 without pay.

4 A. An employee shall return from leave of absence to the same step of his/her salary
5 grade as at the time of commencement of leave of absence.

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

10 7.2 General

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

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

16 7.3 Leave of Absence With Pay

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

22 Article 8

23 PROBATIONARY /TRAINING PERSONNEL

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27 8.1 All new members and those who have been promoted to a higher classification or rank shall serve
28 a probationary/training period of 365 days, which can be extended for up to 6 months at the

1 discretion of the Chief of Police, during which time they shall not be entitled to any seniority
2 rights but during such period shall be subject to all terms and conditions of this Agreement.

3 8.2 Upon successful completion of said 365 days or such period of extension as provided for in 8.1,
4 new, employees shall be shown as regular full time employees. Those promoted in classification
5 or to Sergeant shall accrue seniority in classification or rank from the date of successful
6 completion of the probationary/training period.

7 **Article 9**

8 **BULLETIN BOARDS**

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12 9.1 The City agrees to provide a bulletin board for FOP use at the APD Police Station.

13 9.2 The City shall permit the FOP to post notices of the FOP's business and matters relating to the
14 administration of this Agreement.

15 9.3 The City will post any proposed changes to Policies and Procedures on the FOP Bulletin Board as
16 Provided in Article 13.4 at least 30 days prior to effective date of the proposed changes, as
17 provided in Article 13.4.

18 9.4 The City shall create a FOP intranet portal where the FOP can post approved material for
19 bargaining unit members.

20 9.5 The City will also post notices to FOP and unit members on the site.

21 **Article 10**

22 **VOTING/POLITICAL ACTIVITY**

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25 10.1 During a primary, general, or special election, an employee who is a registered voter whose hours
26 of work do not allow sufficient time for voting shall be expected to take advantage of early voting,
27 absentee ballot or other options available to the public.

28 10.2 Employees will be allowed to engage in the full range of political activities guaranteed to all
29 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 a sworn law enforcement officer whose 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 concerning the validity of the allegations under investigation until such time as the investigation has been completed. In the event the employee under investigation, or any organization or person representing said employee makes public statement concerning the allegations under investigation, the City shall have the right to respond in any manner it deems appropriate.

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

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

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

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

- 19 1. Unfounded – The act or acts complained of did not occur or did not involve APD
20 personnel.
- 21 2. Not-sustained – Insufficient evidence to clearly prove or disprove the
22 allegation/complaint.
- 23 3. Sustained – The preponderance of evidence clearly proves the
24 allegation/complaint.
- 25 4. Exonerated – The act or acts did not occur, but were justified, lawful and proper.
- 26 5. Exonerated due to policy failure – A finding of conclusion that policy,
27 procedure, rule or regulation covering the situation was non-existent or
28 inadequate.

1 F. Only "Sustained" complaints will be inserted in an officer's personnel file.

2 G. The charge "conduct unbecoming an officer" can be used provided it is qualified by "in
3 that the officer did (describe the conduct in detail)."

4 H. The City shall not discharge or discipline any bargaining unit employee without proper
5 cause and due process, except in layoff situations (Article 4 and Article 6).

6 11.2 If the City feels there is proper cause for disciplinary action the employee will be notified in
7 writing that he will be disciplined clearly stating the reasons therefore,

8 A. In the event an employee becomes the subject of a formal Departmental or City
9 investigation arising from a complaint or allegation, the Department or the City,
10 whichever is appropriate, shall notify the employee of the complaint unless a criminal
11 investigation is initiated.

12 B. Upon conclusion of the formal investigation the employee will be notified of the
13 disposition of the complaint.

14 **Article 12**

15 **LEGAL BENEFITS**

16 12.1 The City will defend employees against any legal actions against them as a result of their actions
17 while acting in the scope of their employment (i.e. in the line of duty), unless such employee
18 acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful
19 disregard of human rights, safety or property (acting outside legal authority).

20 12.2 The City agrees to indemnify all employees against judgments levied against them as a result of
21 their actions while acting in the scope of their employment, unless the employee acted in bad faith
22 or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights,
23 safety or property (outside legal authority).

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1 **Article 14**

2 **TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION**

3 14.1 Employees temporarily serving (acting) in a position of higher rank shall be paid for such hours at
4 the minimum rate of the position being filled or at least five percent (5%) higher than the
5 employee's base rate, whichever is greater.

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7 **Article 15**

8 **TRAINING**

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10 15.1 Where the City requires any employee to attend supervisory training and/or training in specialized
11 techniques, the City will make every reasonable effort to facilitate the employee attending such
12 training during normal working hours. In the event the City is unable to schedule the employee to
13 attend such training during normal working hours, the employee shall be required to attend such
14 training during off-duty hours. However, the time spent by the employee in such training during
15 off-duty hours shall be compensated in accordance with Hours of Work and Overtime.

16 15.2 All sworn officers will be required to train and qualify with their service weapon on a semi-annual
17 basis. The training will be conducted by a certified firearms instructor. All ammunition and
18 safety equipment will be furnished by the City. Any employee required to attend such training
19 during off-duty hours will be compensated in accordance with Hours of Work and Overtime. An
20 employee will be required to post a score of at least seventy-five (75%) to qualify. Any employee
21 posting a score of ninety-two percent (92%) or better, two consecutive semiannual times, will
22 receive a bonus of one day of paid leave, not charged against any other leave time, to be taken by
23 employee at any time, with approval of the supervisor.

24 15.3 Transportation to the pistol range or transportation to any required and scheduled training shall be
25 provided by the Police Department. In the event such transportation is not available, the
26 employee shall be entitled to applicable travel time and mileage allowance, at the current rate
27 established by the I.R.S.

1 15.4 Current Florida State Statutes are on file at the Police Department and online for use by all
2 personnel.

3 **Article 16**

4 **FOP REPRESENTATIVE**

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6 16.1 The Employee Organization (FOP) shall be represented by its President or his/her designee.

7 16.2 An employee representative of the FOP shall be permitted reasonable access to all departmental
8 work locations at reasonable times to handle specific grievances and matters of interpretation of
9 the Agreement.

10 16.3 The City shall provide the FOP on annual basis a complete roster of the bargaining unit, including
11 name, rank, address, telephone (unless unlisted), present assignment and current pay scale.

12 16.4 One (1) employee representative of the FOP who is engaged in the negotiation of this contract or
13 in the successor contract shall be allowed to attend the negotiation sessions that occur within their
14 normal duty hours without loss of pay or benefits.

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16 **Article 17**

17 **EDUCATIONAL ASSISTANCE**

18 **17.1 Educational Assistance Plan**

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

21 **17.2 Application Procedure**

22 A. The employee must have successfully completed all applicable training periods.

23 B. The employee must submit a timely application to his/her Department Director prior to
24 registering for the course. Application forms are available on COA Intranet – Human
25 Resources. Approved applications will be sent to the Human Resources Director for final
26 budget and management review and decision.

27 C. Employee will only be reimbursed if still employed by the City upon completion of the

1 course.

2 D. Employee must certify that he/she is not receiving any funds for reimbursement from any
3 source other than the City of Alachua (i.e. grants or other source of financial aid).

4 E. A grade of "C" or higher is required as a final grade for the course

5 **17.3 Reimbursement**

6 A. Costs for books are not reimbursable as they are considered personal property of the
7 employee.

8 B. No reimbursement will be made for an incomplete course.

9 C. The total reimbursement (total pay out to all bargaining unit members) by the City under
10 this Article 17 shall not exceed ten thousand dollars (\$10,000) for FY 2014/2015.

11 D. Funds will be committed on a first come first served basis as determined by the date / time
12 applications are submitted to the Department Director. Applications must be sent to the
13 Director (Chief) by email and are considered submitted the date and time transmitted.

14 E. A pre-approved application form accompanied by tuition receipt and evidence of
15 satisfactory completion of the course with appropriate grade must be submitted through
16 the Department Director to the Human Resource Department for reimbursement.

17 **17.4 Reimbursement shall be**

18 A. Grade A (+/-) or Pass in Pass/Fail = 100%

19 B. Grade B (+/-) = 90%

20 C. Grade C (+/-) = 80%

21 D. Lower than C- = No Reimbursement

22 **Article 18**
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24 **WORKERS COMPENSATION BENEFITS**

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26 18.1 Workmen's Compensation provides medical and hospitalization expense benefits as well as
27 partial payments in lieu of salary for workers injured on the job per applicable State of Florida
28 statute 440. 100% compensation will be paid by the City for loss time up to two (2) weeks. After

1 that time payment will be made directly from workers compensation at 66% of total gross.
2 Supplement pay of 34% can be acquired by utilizing sick leave and vacation time. Health
3 insurance premiums will have to be paid by the employee after six (6) months on Workmen's
4 Compensation Rules. Vacation and sick leave accrual will discontinue after six (6) months on
5 Workmen's Compensation Rules.

6 7 **ARTICLE 19**

8 **INSURANCE**

9
10 19.1 The City agrees to furnish employees a major medical, surgical, hospitalization and dental
11 benefits group insurance plan. Coverage begins the first of the month after the first full calendar
12 month of employment.

13 19.2 The City agrees to pay the entire amount (100%) of the premium for the employees. Dependent
14 coverage will be at the expense of the employee.
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16 **Article 20**

17 **EQUIPMENT**

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19 20.1 The City will provide, at no cost to each employee, all uniforms required by the Police
20 Department including a flashlight and batteries, bulletproof vest with a current warranty and a
21 portable radio.

22 20.2 Any employee who shall sustain any breakage, loss or damage to uniform or personal equipment
23 in the line of duty shall have it replaced at no cost to the employee.

24 20.3 All officers will inspect their vehicle before going on the street. If the officer finds any fault in the
25 vehicle which might be considered a safety hazard, the officer shall inform the shift supervisor.
26 The vehicle will not be returned to duty until all safety hazards are eliminated. When it has been
27 proven that damage is due to operator negligence, the officer shall be subject to disciplinary
28 action.

1 20.4 Upon completion of the FTO program sworn officers will be assigned a (take home) vehicle.
2 Officers assigned take home vehicles shall be allowed to drive their assigned vehicles to and from
3 his/her residence provided the residence of the employee and described take home use is within
4 Alachua County.

5 20.5 Patrol vehicles will contain the following equipment in working order: Rotating emergency light,
6 siren, loudspeaker, two-way radio, shotgun and shells, shotgun locks, first aid kit, fire
7 extinguisher, reflective traffic vest, raincoat, and a prisoner cage guard in all vehicles which shall
8 be used to transport prisoners.

9 20.6 It is recognized that time is of the essence in meeting the mutual obligations set forth in this
10 article and both parties will expeditiously and with due diligence act to meet their respective
11 obligations.

12
13 **Article 21**

14 **HOURS OF WORK AND OVERTIME**
15

16
17 21.1 The following provisions shall govern hours of work and overtime:

18 A. Eighty (80) hours shall constitute a regular fourteen (14) day work period for all sworn
19 Police Officers including Sergeants, no matter the regular duty assignment. Forty (40)
20 hours shall constitute a regular seven (7) day work period for all other employees
21 covered under this agreement. For the purpose of this Agreement, authorized
22 compensated leave shall mean any leave compensated by the City.

23 B. Hours worked in excess of a regular forty (40) or regular eighty (80) hour work period
24 shall be compensated at the rate of time and one-half of the employee's regular straight
25 time rate. Compensation will be paid or as compensatory leave if requested by employee
26 and approved by the City.

27 C. If an employee covered by this Agreement is called out to work at a time outside normal
28 working hours, the employee shall receive a minimum of three (3) hours pay at the rate
29 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. 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 donated by the employee to the APD Explorer Special Revenue Account.
- 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 the member to payment of time and one-half.
- F. Work schedules will not be changed or altered to avoid the payment of overtime.
- G. When an employee is put on a standby status for any reason, he shall receive overtime at the established rate of time and one-half regular rate of pay. Standby status is defined as when the personal activities of an employee are restricted to such a degree as not to allow any movement from a designated area or location.
- H. An employee performing any authorized extra-duty assignment shall be entitled to the same rights, privileges, and benefits as if working regular duty hours. Compensation for extra-duty assignments will be at the established rate.
- I. Hours worked by an employee in an extra-duty status as outlined in APD Extra Duty Policy and Procedures must be paid regardless of work week provisions set forth in Article 21.A.
- J. 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. However, the Department shall make a reasonable effort to provide two (2) weeks prior written notice to the affected employees.

1 **Article 22**

2 **ANNUAL LEAVE**

3 22.1 Every employee shall receive a paid vacation accrued at the following rates for each full calendar
4 year of service.

5 1 - 5 years.....80 hours

6 5 - 10 years.....120 hours

7 10 - 15 years136 hours

8 15 – 20 years.....160 hours

9 20 or more years.....180 hours

10 22.2 The following apply to and regulate the use of annual leave:

11 A. The City will endeavor to accommodate split and/or staggered individual vacation dates
12 applied for by the member as a part of the paragraph (3) request

13 B. Bargaining unit members must submit, between November 1 and December 31 by email
14 to the Chief of Police, or designee, initial vacation requests for the next calendar year. Any
15 employee hired after November 1 and before December 31 of any given year will comply
16 with this section if a leave request is to be submitted for vacation leave in the next
17 calendar year. Subsequent request will be considered on the same first come first
18 served/seniority basis

19 C. Dates will be assigned (vacation leave granted) on a first come first served basis as
20 determined by the (email) date/time applications are submitted and seniority shall control
21 in the event of concurrent requests.

22 D. Article 13 of this contract and The City of Alachua Personnel Policies and Procedures
23 Manual shall apply as appropriate.

24 22.3 An employee request that accrued annual time be cashed-in in lieu of leave taken, may be
25 approved or rejected at the option and discretion of the City.

26 22.4 Accumulated annual leave not used during the calendar year in which it is eligible to be taken
27 may be carried over or accumulated to the following calendar year. However, an employee

cannot carry over more than 240 hours of annual leave beyond each calendar year ending December 31. It is the responsibility of the bargaining unit member to be aware of accrued and accruing annual leave and apply for (section 22.2) and maintain a balance that will not exceed a maximum accrual of 240 hours. Vacation and personal leave hours current totals for each member are published and listed on each employed pay notice ("stub") issued each pay period.

22.5 Unless employee resigns without two weeks notice or is terminated for violation of City's Personnel Policies and Procedures, employee shall be paid for granted and unused annual leave in the regular scheduled final paycheck for wages earned. Under no circumstances will an employee be paid for more than 200 hours of unused annual leave.

22.6 Should the City increase the vacation 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 23

SICK LEAVE

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

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

23.2 Sick Leave Award

Any employee, except those sworn employees who work a 12 hour work day schedule for the entire calendar year, who uses twenty (20) or less hours of sick leave during the calendar year shall be granted twenty (20) hours of additional personal leave time the following January. Eligible employee must have successfully completed the training period and worked the entire

calendar year, January – December of the prior year. Any sworn employee working a 12 hour work day schedule for the entire calendar year, who uses 24 or less hours of sick leave during the calendar year, shall be granted 24 hours of additional personal leave time after January 1st of the following year.

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

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

A. Personal illness or physical incapacity of the employee.

B. Critical illness in the immediate family.

C. Enforced Legal quarantine due to exposure to contagious disease.

D. Medical, dental or optical appointments which cannot be arranged during off-duty hours

23.5 An employee on sick leave shall be paid regular holiday pay for any and all holidays that occur while on such leave.

23.6 Should the City increase the sick 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 24

HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve Day, and;

24.2 A Personal leave day to be used anytime during the calendar year. The personal day will be granted during the first pay period in January of each year for current and new employees.

1 Employees hired after the first pay period in January will not receive a personal day until the
2 following January. Those employees working 10 hours a day will be granted a 10 hour personal
3 day, those employees working 12 hours a day will be granted a 12 hour personal day and those
4 employees working 8 hours a day will be granted an 8 hour personal day. Personal leave day not
5 used during the calendar year in which it is eligible to be taken may not be carried over and
6 accumulated to the following calendar year or may not be cashed-in in lieu of taking the time off.

7 24.3 If a holiday falls on an employee's off duty day, pay at the regular rate of pay or a day added to
8 vacation time at the City's option shall occur.

9 24.4 An employee who works on New Year's Day, Independence Day, Thanksgiving Day or
10 Christmas Day ("Premium Holiday") shall receive regular pay and, in addition, shall receive time
11 and one-half (1 1/2) regular rate for hours worked on the holiday. However, if an employee works
12 overtime on any recognized holiday the employee shall receive time and one half (1 ½) regular
13 rate for all overtime hours worked on the holiday.

14 24.5 An employee who works a recognized holiday, other than a "Premium Holiday" as defined in
15 24.4, shall receive regular pay and, in addition, one time the regular rate the hours worked on the
16 non- premium holiday. However, if an employee works overtime on any recognized holiday the
17 employee shall receive time and one half (1 ½) regular rate for all overtime hours worked.

18 24.6 If the holiday occurs while an employee is on vacation the holiday shall be taken and a vacation
19 day not charged for the holiday.

20 24.7 The holidays recognized for all employees are those listed above and not any other designated
21 day.

22 Article 25

23 **BEREAVEMENT LEAVE**

24 25.1 The City agrees when a death occurs in the immediate family of an employee, that employee shall
25 be granted up to three days off for the funeral. An employee needing additional time may be
26 granted up to seven (7) days from accumulated sick, compensatory time, personal or vacation
27 time by the Chief of Police.
28

- 1 25.2 The City agrees that the immediate family as cited above shall be defined as: father, mother,
2 spouse, children, stepchildren, step parents, brother, sister, grandparents, grandchildren, and in-
3 laws (immediate family only). If the employee was reared by someone other than one of the
4 above named, he may request the leave as though he had been reared by one of the above named.
- 5 25.3 The City agrees that bereavement leave is a separate category and will not be charged against any
6 other leave.

7 **Article 26**

8 **WAGES**
9

- 10 26.1 Members covered by this agreement will not receive a COLA adjustment for fiscal year
11 2014/2015.
- 12 26.2 Members covered by this agreement will not receive Merit Pay or Longevity pay adjustments as
13 outlined in City of Alachua Personnel Policies & Procedures, Chapter V, Article 5.03, for fiscal
14 year 2014/2015 but see 26.3, 26.4 and 26.5.

15 26.3

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

- 19 1. Date of hire to less than five years, 2%
20 2. Five years to less than 15 years, 2.5%
21 3. Fifteen years plus, 3%

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

- 24 26.4 Effective as set forth in Article 26.5 H., the following pay and classification shall be in effect:

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

26 15.60/hr to 24.60/hr

27 **Police Officer II**

28 17.36/hr to 26.60/hr

Police Sergeant

21.97/hr to 34.83/hr

Communications Operator

13.48/hr to 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.

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

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

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

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

1. Those now assigned the care, custody, control and duties of working with a canine partner continue at their current rate of pay shall be paid as set forth in F. above plus be paid one additional hour per day for all days, on or off duty, as compensation for caring for the canine. The hour per day shall be compensated at the rate of \$12.00/hour and all other expenses shall continue to be paid by the city consistent with city then existing policy.
2. Members now assigned to plain clothes duty (whether referred to as detectives, investigators, etc.) will also continue at the current rate of pay set forth in F. above and be classified according to Article 26.4, but, will also receive a clothing stipend of \$700.00/Year, prorated and paid quarterly.
3. A Member serving as a School Resource Officer shall receive no benefit or stipend beyond wages and other benefits provided all uniform officers.
4. All sworn officer positions shall be classified as set forth in Article 26.4 and transfer between assignments shall be considered lateral and not, in and of itself, 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

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.

1 **Article 28**

2 **SEVERABILITY CLAUSE**

3
4 28.1 Should any provision of this collective Bargaining Agreement or any part thereof, be rendered or
5 declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of
6 accord of competent jurisdiction, all other articles and sections of this Agreement shall remain in
7 full force and effect for the duration of this Agreement.

8 28.2 Should any Article be rendered invalid, it shall be re-negotiated within sixty (60) days upon
9 written notification by the COA or the FOP.
10

11 **Article 29**

12 **STRIKES AND LOCKOUTS**

13
14 29.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure
15 or refusal to perform assigned work by the employees or the FOP and there will be no lockouts by
16 the City for the duration of this Agreement. The FOP supports the City fully in maintaining
17 normal operations.

18 29.2 Any employee who participates in or promotes a strike, work stoppage, picket line, slowdown,
19 boycott or concerted failure or refusal to perform assigned work may be disciplined by the City
20 and only the question of whether the employee did in fact participate in or promote such action
21 shall be subject to grievance and arbitration procedure.

22 29.3 It is recognized by the parties that the City is responsible for and engaged in activities which are
23 basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the
24 event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate
25 injunctive relief.

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

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1 during the oral board. Candidates will be asked to respond to questions concerning situations a
2 Sergeant with APD would be expected to encounter.

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

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

8 30.5 The FOP may have one (1) proctor present during any part of the examination process (written or
9 oral). The proctor shall act as an observer and will not interfere with the examination.

10 30.6 When a position becomes (i.e. detective, SRO, etc) available within the department or a new
11 position is being created, the Chief of Police will post (thirty days in advance of the transfer) on
12 all bulletin boards throughout the department the nature of the opening(s). All eligible and
13 interested officers will submit in writing (with an attached list of their qualifications and
14 schooling) why they should be considered for the open or vacant position. The Chief of Police
15 shall make the decision based on the most qualified candidate. The Chief of Police may take into
16 consideration the past evaluations and discipline of the officers being considered.

17 30.7 The Chief of Police will be able to pick from the top three employees on the promotional list
18 when determining who is to be promoted. The promotional list shall be valid for 24 months from
19 the date of its inception. Should the City offer a new test before the expiration of the promotional
20 list, the officers on the current list shall have the option to re-test. The rankings shall be from
21 highest score to lowest and will incorporate officers from any and all current testing cycles.
22 However, officers will be deleted from the promotion list when their 24 month eligibility expires.
23 As officers are removed, those employees remaining on or added to the promotional list from a
24 new testing cycle will be ranked from the highest score to the lowest.

25
26

1 **Article 31**

2 **DRUG POLICY**

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- 4
- 5
- 6 31.1 The City of Alachua and the FOP recognize that the City should not accept any risk to the safety
- 7 of its employees or members of the public or compromise the quality of our work, services or
- 8 productivity as the result of alcohol or drug abuse which can impair one's normal mental and
- 9 physical faculties. Both parties agree to the promotion of a drug free workplace pursuant to
- 10 Florida State Statute 440.102 and Executive Order 12584 (Drugfree Workplace Act).
- 11 31.2 The FOP agrees to support any policy adopted by the City and abide by all its provisions

12 **Article 32**

13 **NON-DISCRIMINATION**

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- 18
- 19 32.1 Employees of the City shall have the right to form, join, and participate in, or to refrain from
- 20 forming, joining, and participating in any employee organization of their own choosing. No
- 21 employee shall be intimidated, restrained, coerced, or discriminated against by either the City or
- 22 the FOP, because of the exercise of these rights.
- 23 32.2 The City and the FOP shall apply the provisions of this Agreement equally to all employees
- 24 without discrimination, because of age, sex, race, creed, religion, national origin or disability
- 25 except where the law allows consideration of such factors.
- 26 32.3 The use of masculine or feminine gender in this Agreement shall be construed as including both
- 27 genders.

28 **Article 33**

29 **Safety**

- 30 33.1 It shall be the joint responsibility of the City of Alachua and the FOP to work cooperatively to
- 31 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:

<u>Article #</u>	<u>Title</u>
#.1	First Level
A.	Second Level
1.	Third Level
a.	Fourth Level
(1)	Fifth Level
(a)	Sixth Level
i.	Seventh Level
a.	Eight Level
1.	Ninth Level
#.2	ect...

TERM OF AGREEMENT

This contract is ratified and shall be effective October 1, 2014 after approval by the City of Alachua Commission and will remain in effect until September 30, 2015. 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

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

2
3
4 1/7/15
5 Date

Traci L. Cain
Traci L. Cain, City Manager

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9 **THIS AGREEMENT was ratified by a majority of the members of the Bargaining Unit in voting**
10 **conducted January 5, 2015**

11
12
13
14 01/05/2015
15 Date

Aaron Wagle
Aaron Wagle, FOP Bargaining Agent
Gator Lodge 67, Fraternal Order of Police, Inc.

16
17
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19
20 **THIS AGREEMENT is ratified by the Alachua City Commission and the Mayor authorized and**
21 **directed to affix his signature this ____ day of January, 2015.**

22
23 **Attest:**

24
25
26 Traci L. Cain, City Manager/City Clerk

Gib Coerper, Mayor

27
28
29 APPROVED AS TO FORM

30
31
32 Marian Rush, City Attorney

33
34
35 Date