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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 (police officer) and sergeant.

**Excluded:** All other employees of the City of Alachua Police Department, excluding specifically the police chief, the assistant chief, lieutenants(s) 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.

1.4. The terms Member and Employee are used interchangeably and refer to members of the certified collective bargaining unit (BU).

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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

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1 (5) working days after discussion render decision in writing, with a copy to the employee's  
2 organization.

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

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

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

23 B. The arbitrator shall fashion, an appropriate remedy for violations of the provisions  
24 contained in this Agreement.

25 C. The arbitrator shall have no authority to change, amend, add to, subtract from, or  
26 otherwise alter or supplement this Agreement to any part thereof or amendment thereto.

27 The arbitration hearing shall be conducted in accordance with the Rules of Procedure  
28 promulgated by the Federal Mediation and Conciliation Service.

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- 1 D. Each party shall bear the expense of its own witnesses and of its own representatives for  
2 purpose of the arbitration hearing. The impartial arbitrator's fee and related expenses and  
3 expenses of obtaining a hearing room, if any, shall be equally divided between the parties.  
4 Any party desiring a transcript of the hearing shall bear the cost of such transcript unless  
5 both parties mutually agree to share said cost.
- 6 E. Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days  
7 of the close of the arbitration hearing. The arbitrator's award shall be final and binding  
8 on the parties.
- 9 F. Where a grievance is general in nature, in that it applies to a number of employees rather  
10 than a single employee, or if the grievance is directly between the FOP and the City, such  
11 grievance shall be presented by the FOP Representative, in writing, directly to the City  
12 Manager, (Step 3) within ten (10) working days of the occurrence of the event(s).
- 13 G. All above-mentioned time frames may be extended in writing by mutual  
14 agreement.

15 **Article 3**

16 **DUES DEDUCTION**

- 17 3.1 Any member of the Bargaining Unit may have membership dues deducted from wages. Dues shall  
18 be deducted once each month and shall thereafter be transmitted to the FOP, accompanied by a list  
19 of those employee's names whose dues are included.
- 20 3.2 The FOP agrees to indemnify, defend and hold the City harmless against any and all claims, suits,  
21 orders of judgments brought or issued against the City as a result of any action taken or not taken  
22 by the City under the provisions of this Article.

23 **Article 4**

24 **MANAGEMENT RIGHTS**

- 25 4.1 It is the right of the Employer to determine unilaterally the purpose of each of its constituent  
26 agencies, set standards of services to be offered to the public and exercise control and discretion

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1 over its organization and operations.

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

15 4.3 Civil Emergency or Financial Hardship

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

22 B. Financial Hardship. The City Manager or Designee may, in the sole discretion of the City Manager  
23 or Designee and prior to June 30<sup>th</sup> of any fiscal year during the contract term, when presented with  
24 financial conditions as projected for the following contract fiscal year that require, in the Judgment  
25 of the Manager or Designee, announce the suspension of wage increases limited to those in rank  
26 and, separately or together, Longevity Pay, each as established in Article 26, by posting a notice on  
27 the FOP Bulletin Boards that such suspension shall occur for the next fiscal year. The notice shall

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1 state the reason(s) for such suspension, including but not limited to decreased projected tax  
2 revenues, intergovernmental revenues, charges for services, permits and fees, or increased  
3 employee pension costs, insurance, and required capital expenditures. The financial impact of  
4 conditions described in paragraph A (Civil Emergency) may also require suspension of wage  
5 increases as contemplated in this paragraph B.

## 6 Article 5

### 7 PERSONNEL RECORDS

8 5.1 Each employee covered by this Agreement shall have the right to inspect his or her official  
9 personnel file, provided, however, that such inspection shall take place during working hours at the  
10 location where the official personnel file is kept. The employee shall have the right to make  
11 duplicate copies of any items contained in his or her official personnel file.

12 5.2 Employees shall have the right to file a written response to any letter of reprimand or to any  
13 document which is placed in the employee's official personnel file as a result of supervisory action  
14 or citizen complaint. At the employee's request any such written response shall be included in the  
15 employee's official personnel file together with the letter of reprimand or other document against  
16 which it is directed.

17 5.3 To the extent permitted by law and in order to protect the privacy and promote the safety of  
18 individual police officers, the City agrees not to directly or indirectly furnish the news media or the  
19 public with any employee's home address, telephone number or photograph.

20 5.4 The FOP agrees not to directly or indirectly furnish the news media or the public with personnel  
21 records without the consent of the City and the employee thus insuring the confidentiality of  
22 personnel records other than required by law.

## 23 Article 6

### 24 SENIORITY

25 6.1 The City agrees that time in service shall consist of continuous accumulated paid service with the  
26 City of Alachua Police Department. It shall be computed from the date of hire. Seniority is defined

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1 as time in rank or classification from the date of successful completion of the probation/training  
2 period. Members serving in a higher rank or classification shall have seniority over those of lower  
3 rank or classification. Seniority shall accumulate during leaves of absence due to injury, illness,  
4 vacation, or any other leave authorized and approved by the City.

5 6.2 Vacation periods for each calendar year shall be drawn by employees on the basis of seniority in  
6 rank.

7 6.3 In the event of a layoff for any reason, employee rank, performance evaluations and classification  
8 will be the determining factors used by the City. In the event that more than one employee has the  
9 same performance evaluation, employees will be laid off in the inverse order of their rank and  
10 seniority. Any employee to be laid off, who has advanced to present classification from a lower  
11 rank or classification, in which he or she held a permanent appointment, shall be given an open  
12 position in a lower rank or classification. His or her seniority in the lower classification shall be  
13 established according to the date of permanent appointment with the Police Department. No new  
14 employee shall be hired in any classification until all employees on layoff status in that classification  
15 have had an opportunity to return to work. Employees shall be called back from layoff with rank  
16 and the performance evaluation being the determining factors. In the event that more than one  
17 employee of the same rank and classification has the same performance evaluation, employees will  
18 be recalled according to the seniority in rank or classification from which the employee was laid  
19 off.

20 6.4 Employees shall be notified of their recall to work by registered letter mailed to their address of  
21 record and shall be given fifteen (15) calendar days to return to work. A recalled employee shall  
22 notify the employer in writing of the employee's intent to return to work within five (5) calendar  
23 days of notice of attempt to deliver the recall letter.

24 6.5 An employee laid off pursuant to this Article, provided the insurance carrier concurs, shall be given  
25 the opportunity to continue insurance coverage in existing programs during the layoff provided that  
26 the premiums for such insurance programs shall be paid by the employee on a monthly basis in  
27 advance of the month due.



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1 6.6 Recall will be the current rate of pay for classification and rank but not lower than that of the  
2 employee when laid off. Upon recall, all credit for seniority shall be restored.

3 In the event of a vacancy in an assignment, or a promotional vacancy, seniority will be given  
4 reasonable consideration, but will not be the determining factor.

5 6.7 Seniority shall also be considered in the selection of any employee to be sent to any type of school  
6 or training.

7 **Article 7**

8 **LEAVE OF ABSENCE**

9 7.1 **Leave of Absence Without Pay:**  
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11 The decision to grant leave without pay (leave of absence) is a matter of administrative discretion.  
12 It shall be incumbent upon the Chief of Police to weigh and determine each case on its own merits.  
13 Any leave of absence for a period of thirty (30) days or more must have the approval of the City  
14 Manager. Failure of any employee to timely return to duty upon expiration of his/her leave of  
15 absence shall constitute the resignation of that employee. Holidays, sick leave, annual leave,  
16 seniority and any other benefits based on time spent in the employment of the City shall not accrue  
17 during a leave of absence without pay provided, however, that the employee may maintain health  
18 insurance coverage by paying the total cost of his/her group insurance premium. Longevity  
19 increases, merit increases and any other increases for which an employee may become eligible based  
20 on whole, or in part on length of service with the City shall not be credited during any period of leave  
21 of absence without pay.

22 A. An employee shall return from leave of absence at the same rank and pay as at the time  
23 of commencement of leave of absence.

24 B. Any employee who is a member of the National Guard or an organized military service  
25 unit of the United States will be granted a leave of absence when called to active duty or  
26 for training with the armed forces in accordance with State and Federal Law. Military  
27 leave shall be granted in accordance with the provisions of State and Federal Law.

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1 All employees entitled to military leave shall give their supervisor an opportunity,  
2 within the limits of military regulations, to determine when such leave shall be  
3 taken.

4  
5 **7.2 Leave of Absence with Pay**

6 Leave with pay for sufficient cause (including illness if sick leave is unavailable) may be granted to  
7 regular employees of the City, by the City Manager, up to and including five (5) consecutive working  
8 days in any twelve-month period. More extended periods of leave with pay may not be granted  
9 except by express approval of the City Commission. This provision is applicable only if all accrued  
10 vacation time is exhausted.

11 **Article 8**

12 **PROBATIONARY /TRAINING PERSONNEL**

13 8.1 All Sworn Officers promoted to Sergeant or Communication Operators (COs) promoted to a higher  
14 classification shall serve a probationary/training period of 365 days, which can be extended for up  
15 to 6 months at the discretion of the Chief of Police, during which time they shall not be entitled to  
16 any seniority rights but during such period shall be subject to all terms and conditions of this  
17 Agreement.

18 8.2 Upon successful completion of said 365 days or such period of extension as provided for in 8.1. Both  
19 shall accrue seniority in classification or rank from the date of successful completion of the  
20 probationary/training period.

21 **Article 9**

22 **BULLETIN BOARDS**

23 9.1 The City agrees to provide a bulletin board for FOP use at the APD Police Station.

24 9.2 The City shall permit the FOP to post notices of FOP business and matters relating to the  
25 administration of this Agreement.

26 9.3 The City will post any proposed changes to City Policies and Procedures (COAPP) or APD

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1 Policies and Procedures in the Directive Management System (PDMS) on the FOP  
2 Bulletin Board as Provided in Article 13.4 at least 30 days prior to effective date of the proposed  
3 changes.

4 9.4 The City has created a FOP intranet portal where the FOP and City can post approved material for  
5 bargaining unit members.

6 9.5 The City will post, thirty (30) days in advance of the projected assignment date, all opportunities  
7 for lateral transfer to new or open positions. Posting will be on the FOP Bulletin Board and all  
8 interested and eligible bargaining unit members shall submit by email to the Chief of Police the  
9 written reasons for the request, qualifications and other support for transfer to the assignment. All  
10 Such requests shall be received by the Chief, as evidenced by proof of sending the email on the City  
11 IT System to the Chief, fourteen (14) days before the published assignment date. The Chief of  
12 Police, as provided for in Article 4, will consider all such requests and make the final staffing  
13 decision and selection from the members of the entire bargaining unit as the Chief determines to be  
14 in the best interests of the City.

## 15 Article 10

### 16 VOTING/POLITICAL ACTIVITY

17 10.1 During a primary, general, or special election, an employee who is a registered voter whose hours of  
18 work do not allow sufficient time for voting shall be expected to take advantage of early voting,  
19 absentee ballot or other options available to the public.

20 10.2 Employees will be allowed to engage in the full range of political activities guaranteed to all citizens  
21 while off duty and not in uniform.

## 22 Article 11

### 23 INTERNAL INVESTIGATIONS & OBLIGATIONS TO THE PUBLIC

24 11.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the  
25 manner in which the employees covered by this Agreement perform their various duties. Further,  
26 the parties recognize that the performance of such duties involves these employees in all manner of

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1 contacts and relationships with the public and out of such contact and relationships, questions may  
2 arise or complaints may be made concerning the actions of employees covered by this Agreement.  
3 Investigation of such questions and complaints must necessarily be conducted by a sworn law  
4 enforcement officer whose concern must be the security of the City and preservation of the public  
5 interest.

6 In order to maintain the security of the City and protect the interests of its citizens, the parties agree  
7 that the City must have the unrestricted right to conduct investigations of citizen complaints and  
8 matters of internal security; provided, however, that any investigative interrogation of any employee  
9 covered by this Agreement relative to a citizen complaint and or a matter of internal security shall  
10 be conducted under the following conditions and following the provisions of F.S.S. 112, the Police  
11 Officer's Bill of Rights.

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

15 B. In the interest of internal security and fairness to the employee under investigation, the City  
16 insofar as is legally permissible, agrees to make no conclusionary public statements  
17 concerning the validity of the allegations under investigation until such time as the  
18 investigation has been completed. In the event the employee under investigation, or any  
19 organization or person representing said employee makes public statement concerning the  
20 allegations under investigation, the City shall have the right to respond in any manner it  
21 deems appropriate.

22 C. In all cases wherein an employee is to be interrogated concerning an alleged violation of  
23 Department Rules and Regulations which, if proved, may result in dismissal or in some  
24 other disciplinary measure, the employee shall be afforded a reasonable opportunity and  
25 facilities to contact and consult privately with an attorney of his/her choosing and with the  
26 representative of the FOP, who may be present during all interrogation. The attorney and  
27 their FOP representative may be present during the interrogation. When the attorney and/or

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1 representative is not immediately available and conditions permit, the interrogation will be  
2 postponed for twenty-four (24) hours or to a date mutually agreed upon.

3 D. In cases where the City chooses to relieve an employee from duty pending an investigation  
4 or other administrative determination, the following conditions will prevail:

5 The employee will remain on full salary and allowances and shall not lose any benefits  
6 during this period of time.

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

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

12 1. Unfounded – The act or acts complained of did not occur or did not involve APD  
13 personnel.

14 2. Not-sustained – Insufficient evidence to clearly prove or disprove the  
15 allegation/complaint.

16 3. Sustained – The preponderance of evidence clearly proves the  
17 allegation/complaint.

18 4. Exonerated – The act or acts did occur, but were justified, lawful and proper.

19 5. Exonerated due to policy failure – A finding of conclusion that policy, procedure,  
20 rule or regulation covering the situation was non-existent or inadequate.

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

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

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

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1 11.2 If the City feels there is proper cause for disciplinary action the employee will be notified in writing  
2 that he/she will be disciplined clearly stating the reasons.

3 A. In the event an employee becomes the subject of a formal Departmental or City  
4 investigation arising from a complaint or allegation, the Department or the City, whichever  
5 is appropriate, shall notify the employee of the complaint unless a criminal investigation is  
6 initiated.

7 B. Upon conclusion of the formal investigation the employee will be notified of the  
8 disposition of the complaint.

9 **Article 12**

10 **LEGAL BENEFITS**

11 12.1 The City will defend employees against any legal actions against them as a result of their actions  
12 while acting in the scope of their employment (i.e. in the line of duty), unless such employee acted  
13 in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of  
14 human rights, safety or property (acting outside legal authority).

15 12.2 The City agrees to indemnify all employees against judgments levied against them as a result of  
16 their actions while acting in the scope of their employment, unless the employee acted in bad faith  
17 or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights,  
18 safety or property (outside legal authority).

19 **Article 13**

20 **DISCIPLINE, RULES AND REGULATIONS**

21 13.1 It is agreed that employees covered by this Agreement shall be subject to the COAPP and PDMS  
22 as either one now exists or may be amended. Should there be any conflict between the provisions  
23 of PDMS, the COAPP shall prevail. This Agreement shall prevail in any conflict with either the  
24 PDMS or the COAPP.

25 13.2 Failure of employees to comply with the terms of the COAPP and the PDMS may result in the  
26 imposition of disciplinary action pursuant to the provisions of these above cited Rules.

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1 13.3 It is the understanding and the intention of the parties that any disciplinary action taken in the case  
2 of an employee in this bargaining unit shall be subject to the grievance procedure as provided in  
3 Article 2 of this Agreement.

4 13.4 New or revised rules implemented within the PDMS and any changes in COAPP, shall be posted  
5 on the FOP bulletin board at least 30 days prior to the effective date if the proposed changes in  
6 Policy and Procedures will impact wages, hours or terms and conditions of employment. If the FOP  
7 disagrees with a new or changed Police Department rule or COAPP, it shall make a written request  
8 for a meeting with the designated city bargaining representative to attempt to reach a mutual  
9 agreement. The FOP request shall be delivered to the designated city bargaining  
10 representative and the meeting shall be held prior to the proposed effective date of such rule. The  
11 30 day posting requirement may be waived by mutual agreement between the local FOP  
12 Representative and the City Representative.

13 13.5 A copy of the COAPP and PDMS both available on COA Intranet.

14 **Article 14**

15 **TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION**

16 14.1 Employees temporarily serving (acting) in a position of higher rank shall be paid for such hours at  
17 the minimum rate of the position being filled or at least five percent (5%) higher than the employee's  
18 then current rate, whichever is greater.

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20 **Article 15**

21 **TRAINING**

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

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1 15.2 All sworn officers will be required to train and qualify with their service weapon on a semi-annual  
2 basis. The training will be conducted by a certified firearms instructor. All ammunition and safety  
3 equipment will be furnished by the City. Any employee required to attend such training during off-  
4 duty hours will be compensated in accordance with Hours of Work and Overtime. An employee  
5 will be required to post a score of at least seventy-five (75%) to qualify. Any employee posting a  
6 score of ninety-two percent (92%) or better, two consecutive semiannual times, will receive a bonus  
7 of one day of paid leave, not charged against any other leave time, to be taken by employee at any  
8 time, with approval of the supervisor.

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

13 15.4 Current Florida State Statutes are on file at the Police Department and online for use by all  
14 personnel.

## 15 Article 16

### 16 FOP REPRESENTATIVE

17 16.1 The Employee Organization (FOP) shall be represented by its President or his/her designee.

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

21 16.3 The City shall provide the FOP on an annual basis a complete roster of the bargaining unit, including  
22 name, rank, address, telephone (unless unlisted), present assignment and current pay scale.

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



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Article 17

**EDUCATIONAL ASSISTANCE**

**17.1 Educational Assistance Plan**

The plan is designed to assist regular full time 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.
- C. The total reimbursement (total pay out to all bargaining unit members) by the City under this Article 17 shall not exceed fifteen thousand dollars (\$15,000) for FY 2022/2023
- D. Funds will be committed on a first come first served basis as determined by the date and time applications are submitted to the Chief of Police. Applications must be sent to the Chief by email and are considered submitted the date and time transmitted on the City IT System.

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

4 17.4 Reimbursement shall be paid as follows:

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

9 **Article 18**

10 **WORKERS COMPENSATION BENEFITS**

11 18.1 Workers Compensation provides medical and hospitalization expense benefits as well as partial  
12 payments in lieu of salary for workers injured on the job per applicable State of Florida Statute 440.  
13 100% compensation will be paid by the City for loss time up to two (2) weeks. After that time  
14 payment will be made directly from workers compensation at 66% of total gross. Supplement pay  
15 of 34% can be acquired by utilizing sick leave and vacation time. Health insurance premiums will  
16 have to be paid by the employee after six (6) months on Workers Compensation Rules. Vacation  
17 and sick leave accrual will discontinue after six (6) months on Workers Compensation Rules.

18

19 **ARTICLE 19**

20 **INSURANCE**

21 19.1 The City agrees to furnish regular full time employees a major medical, surgical, hospitalization  
22 and dental benefits group insurance plan. Coverage begins the first of the month after the first full  
23 calendar month of regular full time employment.

24 19.2 The City agrees to pay the entire amount (100%) of the premium for the employees. Dependent  
25 coverage will be at the expense of the employee.

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Article 20

EQUIPMENT

- 1
- 2
- 3 20.1 The City will provide, at no cost to each employee, all uniforms required by the Police Department
- 4 including a flashlight and batteries, bulletproof vest with a current warranty and a portable radio.
- 5 A The City will provide each sworn employee with an annual stipend of \$100 (one hundred
- 6 dollars) for the purchase of footwear that meets the guidelines according to policy.
- 7 B The \$100.00 will be paid annually in a lump sum in the first pay period beginning in
- 8 October 2022.
- 9 C The \$100.00 will be treated as compensation and subject to all required deductions.
- 10 20.2 Any employee who shall sustain any breakage, loss or damage to uniform or personal equipment in
- 11 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. The
- 14 vehicle will not be returned to duty until all safety hazards are eliminated. When it has been proven
- 15 that damage is due to operator negligence, the officer shall be subject to disciplinary action.
- 16 20.4 Upon completion of the FTO program regular full time sworn officers (Qualified Officer) will be
- 17 assigned a (take home) vehicle. Officers assigned a take home vehicle are authorized to drive their
- 18 assigned vehicles to and from their residence provided the residence of the employee and described
- 19 take home use is within a 20 mile driving distance (the limit) of the APD facility at 15000 NW
- 20 142<sup>nd</sup> Terrace, Alachua, Florida. The use of the take home vehicle may occur within or without
- 21 Alachua County as long as such use is within the 20 driving mile limit described and generally
- 22 depicted in Exhibit A to this contract. City vehicle may be used as further described and limited in
- 23 the COAPP or PDMS. Further, it is specifically here agreed that the parties negotiated, agreed and
- 24 stipulate, in order to generate acceptance and a smooth transition and implementation of this newly
- 25 written and agreed contract provision, that Qualified Officers employed by the APD on or before
- 26 September 1, 2022 whose official residence was and the same remains located beyond the described

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1 20 mile driving limit may drive the vehicle assigned for take home use as described in this section.  
2 Take home use (beyond the 20 mile limit) shall revert to the 20 mile driving limit should the officer  
3 change the location of residence. The Chief of Police shall retain the authority and have the  
4 discretion to determine a special assignment or other circumstances the Chief finds, in the best  
5 interests of the City, justify or require future exceptions.

6 20.5 Patrol vehicles will contain the following equipment in working order: Approved emergency lights,  
7 siren, loudspeaker, two-way radio, shotgun and shells, shotgun locks, first aid kit, fire extinguisher,  
8 reflective traffic vest, raincoat, and a prisoner cage guard in all vehicles which shall be in use when  
9 transporting prisoners.

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

## 12 Article 21

### 13 HOURS OF WORK AND OVERTIME

14 21.1 The following provisions shall govern hours of work and overtime:

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

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

24 C. If an employee covered by this Agreement is called out to work at a time outside normal  
25 working hours, the employee shall receive a minimum of three (3) hours pay at the rate  
26 of time and one-half regular straight time. Call out time that falls either within one hour  
27 (1) hour before or within one (1) hour after the regular workday is considered an extension

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- 1 of the work day and is included in the total hours worked on that day.
- 2 D. The aforementioned minimum call out compensation shall apply to required off-duty  
3 appearances as subpoenaed witness to attend any court, deposition, or other legal matters  
4 on pending criminal civil, or traffic cases where the employee is involved in official police  
5 capacity. Any witness fees, excluding salary or overtime pay, or any other related fees in  
6 connection with the appearance before any court or for the purpose of taking depositions  
7 shall be donated by the employee to the APD Explorer Special Revenue Account.
- 8 E. No supervisor or official shall take action to cause the non-payment of time and one-half  
9 in circumstances wherein the member covered by this Agreement has performed work  
10 which entitles the member to payment of time and one-half.
- 11 F. Work schedules during any pay period will not be changed or altered to avoid the payment  
12 of overtime.
- 13 G. When an employee is put on a standby status for any reason, he/she shall receive overtime  
14 at the established rate of time and one-half regular rate of pay. Standby status is defined  
15 as when the personal activities of an employee are restricted to such a degree as not to  
16 allow any movement from a designated area or location.
- 17 H. An employee performing any authorized extra-duty assignment shall be entitled to the  
18 same rights, privileges, and benefits as if working regular duty hours. Compensation for  
19 extra-duty assignments will be at the established rate.
- 20 I. Hours worked by an employee in an extra-duty status as outlined in APD Extra Duty  
21 Policy and Procedures must be paid regardless of work week provisions set forth in Article  
22 21.A.
- 23 J. The City will compensate a BU member, at that member's standard rate x 1.5, when that  
24 employee is called in and works a shift not on the member's schedule. This rate of  
25 compensation is an exception to the contract provision and practice that overtime is not  
26 paid unless, depending on the BU member's status of 7 or 14 day work period, the total  
27 hours actually worked by the member are in excess of 40 or 80 hours. This provision shall

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1 not apply in the cited instance with the exception of when the member has been  
2 compensated for sick time, not including that provided under the Family Medical Act,  
3 during the same work period.

4 K. The City has the authority to establish shifts and to use any method in establishing a shift  
5 as well as change, increase, decrease, initiate, restrict and cancel a shift in order to meet  
6 the needs of the department and to provide superior service to the community. However,  
7 the Department shall make a reasonable effort to provide two (2) weeks prior written  
8 notice to the affected employees.

9 Article 22

10 ANNUAL LEAVE

11 22.1 Every regular full time employee shall receive a paid vacation accrued at the following rates for  
12 each full calendar year of service.

13	1 - 5 years.....	80 hours
14	5 - 10 years.....	120 hours
15	10 - 15 years .....	136 hours
16	15 - 20 years.....	160 hours
17	20 or more years.....	180 hours

18 22.2 The following apply to and regulate the use of annual leave:

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

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

27 C. Dates will be assigned (vacation leave granted) on a first come first served basis as

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1 determined by the (email) date/time applications are submitted and seniority shall control in  
2 the event of concurrent requests.

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

5 22.3 An employee request that accrued annual time be cashed-in in lieu of leave taken, may be approved  
6 or rejected at the option and discretion of the City.

7 22.4 Accumulated annual leave not used during the calendar year in which it is eligible to be taken may  
8 be carried over or accumulated to the following calendar year. However, an employee cannot carry  
9 over more than 240 hours of annual leave beyond each calendar year ending December 31. It is the  
10 responsibility of the bargaining unit member to be aware of accrued and accruing annual leave and  
11 apply for (section 22.2) and maintain a balance that will not exceed a maximum accrual of 240  
12 hours. Vacation and personal leave hours current totals for each member are published and listed  
13 on each employed pay notice ("stub") issued each pay period.

14 22.5 Unless employee resigns without two weeks notice or is terminated for violation of City's Personnel  
15 Policies and Procedures, employee shall be paid for granted and unused annual leave in the regular  
16 scheduled final paycheck for wages earned. Under no circumstances will an employee be paid for  
17 more than 200 hours of unused annual leave.

18 22.6 Should the City increase the vacation benefit for non-bargaining unit members during the course of  
19 the contract, bargaining unit members will be granted the same increases as the non-bargaining unit  
20 members.

21 **Article 23**

22 **SICK LEAVE**

23 23.1 All regular full-time employees shall be granted 3.69 hours sick leave per bi-weekly pay period.  
24 These days are cumulative with no maximum. Any full time regular employee who maintains a  
25 minimum of 480 sick leave hours shall be granted twenty (20) hours of additional personal leave  
26 time. Any full time sworn officer working a 12 hour work day schedule for the entire calendar year  
27 who maintains a minimum of 480 sick leave hours shall be granted an additional four (4) hours of

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1 personal leave time for a total of 24 hours. The 480 hour balance must be maintained through the  
2 month of December to receive the additional personal leave credit which will be awarded after  
3 January 1<sup>st</sup> of the following year.

4 23.2 Sick Leave Award

5 Any employee, except those sworn employees who work a 12 hour work day schedule for the entire  
6 calendar year, who uses twenty (20) or less hours of sick leave during the calendar year shall be  
7 granted twenty (20) hours of additional personal leave time the following January. Eligible  
8 employee must have successfully completed the training period and worked the entire calendar year,  
9 January – December of the prior year. Any sworn employee working a work day schedule for the  
10 entire calendar year, who uses 24 or less hours of sick leave during the calendar year, shall be  
11 granted 24 hours of additional personal leave time after January 1st of the following year.

12 23.3 In the event of an employee's death, a lump sum payment for all hours of sick leave earned and  
13 accrued shall be paid in accordance with the law.

14 23.4 Sick leave may be used by the employee for the following reasons:

- 15 A. Personal illness or physical incapacity of the employee.
- 16 B. Critical illness in the immediate family.
- 17 C. Enforced Legal quarantine due to exposure to contagious disease.
- 18 D. Medical, dental or optical appointments which cannot be arranged during off-duty hours

19 23.5 An employee on sick leave shall be paid regular holiday pay for any and all holidays that occur  
20 while on such leave.

21 23.6 Should the City increase the sick benefit for non-bargaining unit members during the course of the  
22 contract, bargaining unit members will be granted the same increases as the non-bargaining unit  
23 members.



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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. Employees hired after the first pay period in January will not receive a personal day until the following January. Those employees working 10 hours a day will be granted a 10 hour personal day, those employees working 12 hours a day will be granted a 12 hour personal day and those employees working 8 hours a day will be granted an 8 hour personal day. Personal leave day not used during the calendar year in which it is eligible to be taken may not be carried over and 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, pay at the regular rate of pay or a day added to vacation time at the City's option shall occur.

24. 4 An employee who works on New Year's Day, Independence Day, Thanksgiving Day or Christmas

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1 Day ("Premium Holiday") shall receive regular pay and, in addition, shall receive time and one-  
2 half (1 1/2) regular rate for hours worked on the holiday. However, if an employee works overtime  
3 on any recognized holiday the employee shall receive time and one half (1 ½) regular rate for all  
4 overtime hours worked on the holiday.

5 24. 5 An employee who works a recognized holiday, other than a "Premium Holiday" as defined in 24.4,  
6 shall receive regular pay and, in addition, one time the regular rate the hours worked on the non-  
7 premium holiday. However, if an employee works overtime on any recognized holiday the  
8 employee shall receive time and one half (1 ½) regular rate for all overtime hours worked.

9 24. 6 If the holiday occurs while an employee is on vacation the holiday shall be taken and a vacation  
10 day not charged for the holiday.

11 24. 7 The holidays recognized for all employees are those listed above and not any other designated day.

12 **Article 25**

13 **BEREAVEMENT LEAVE**

14 25. 1 The City agrees when a death occurs in the immediate family of an employee, that employee shall  
15 be granted up to three days off for the funeral. An employee needing additional time may be granted  
16 up to seven (7) days from accumulated sick, compensatory time, personal or vacation time by the  
17 Chief of Police.

18 25. 2 Immediate family is defined as a spouse, domestic partner, child, parent, sibling, grandparent,  
19 grandchild and corresponding in-law or step relationships. If the employee was reared by someone  
20 other than those named, leave will be granted under the same terms and conditions

21 25. 3 The City agrees that bereavement leave is a separate category and will not be charged against any  
22 other leave.

23 **Article 26**

24 **WAGES**

25 The Alachua City Commission, at its regularly scheduled meeting held 9-26-2022, adopted a changed  
26 Compensation Plan as defined in Chapter IV of the City of Alachua Personnel Policies and Procedures. The

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1 changes affecting FOP Bargaining Unit (Unit) members covered by this Agreement were and are effective,  
2 on 10-3-2022. The changes to the Compensation Plan were and are accepted, pursuant to, by operation or  
3 waiver of Sections 9.3 and 13.4 of this Agreement. The City implemented the amended Compensation Plan  
4 effective October 3, 2022 as authorized and directed by the City Commission and in accordance with this  
5 Agreement. All Unit members are, by virtue of the described action of the City Commission and this  
6 Agreement, sited within the City of Alachua Compensation Plan as follows:

7	<b>Police Officer</b>	19.47/hr	to	\$30.94/hr
8	<b>Police Sergeant</b>	24.52/hr	to	36.01/hr
9	<b>Communications Operator Trainee</b>	14.66/hr		N/A
10	<b>Communications Operator I</b>	16.11/hr	to	23.35/hr
11	<b>Communications Operator II</b>	16.83/hr	to	24.40/hr

12  
13 26.1 Implementation of Law Enforcement Progressive Pay Plan

14 A. Only sworn APD Police Officers to and including the rank of Sergeant are incorporated in The  
15 Progressive Pay Plan (Plan). Pursuant to this Collective Bargaining Agreement, and by its  
16 adoption and incorporation in the City Compensation Plan by the City of Alachua Commission  
17 on September 26, 2022, the identified sworn members shall be and are, effective October 3,  
18 2022, sited in the Schedule of Compensation as reflected in pages 1 and 2 of Exhibit B.

19 B. All APD Officers hired after October 1, 2022 shall be sited in the Schedule of Compensation  
20 at Level 1 and eligible to move to level 2 of the plan upon successful completion of the  
21 probation period of 12 months of hire or up to 18 months if probation is extended.

22 C. Each member is eligible for progression to the next higher level of the Plan one year after  
23 reaching the currently held level. Progression is based on receiving a "meets expectations"  
24 annual evaluation.

25 1. Police Officer to Sergeant as set forth in Article 30.

26 D. The Pay Classification of Detective, Canine Officer and School Resource Officer are abolished.  
27 However, the following benefits are here continued and are amounts that, according to the  
28 United States Internal Revenue Code, are treated as ordinary income and subject to withholding

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1 requirements according to law:

2 E. Those now assigned the care, custody, control and duties of working with a canine partner shall  
3 be paid as set forth in 26.1 plus be paid one additional hour per day for all days, on or off duty,  
4 as compensation for caring for the canine. The additional hour per day shall be compensated at  
5 the rate of \$12.00/hour and all other expenses shall continue to be paid by the city consistent  
6 with city then existing policy.

7 1. Members now assigned to plain clothes duty (whether referred to as detectives,  
8 investigators, etc.) will be paid and classified as set forth in 26.1, but, will also  
9 receive a clothing stipend of \$700.00/Year, prorated and paid quarterly.

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

12 3. All sworn officer positions shall be classified as set forth in Article 26.1 and  
13 transfer between assignments shall be considered lateral and not, in and of itself,  
14 be a promotion, demotion, change of status or rank.

15 F. Field Training Officer

16 1. Field Training Officer (FTO) Certification is an important part of the Alachua  
17 Police Department commitment to developing a culture of proactive problem  
18 solving and community oriented police service in both new and veteran members  
19 of the department. Veteran Officers are selected and sponsored for the forty-hour  
20 FTO training course at Santa Fe College where they are exposed to and learn the  
21 skills necessary to train a new Officer, recognize common problems that often  
22 occur with new recruits and recognize the responsibility FTOs have in developing  
23 top quality members for their department.

24 2. Each new Officer experiences three separate four-week phases under the tutelage  
25 of a Certified FTO. One or more phases may be led by one FTO or different FTOs  
26 may lead each. A report will be completed at the end of each phase and used to  
27 continue the process of positive orientation, training and education. A final report  
28 will be completed at the end of all three phases.

1                    3.        Each FTO, in addition to all other compensation and benefits provided for in this  
2                                    Collective Bargaining Agreement, will receive a lump sum payment of \$100.00 at  
3                                    the completion of each four-week phase of a new Officer's training. Payment is  
4                                    due only when the FTO as described actually serves as an FTO and not for just  
5                                    holding the certification. The payment will be included as ordinary compensation  
6                                    (income) in the pay period reported and subject to all normal deductions.

11

13           A. Communication Operators (COs) are not classified as sworn Police Officers and are  
14           not eligible for participation in the Law Enforcement Progressive Pay Plan set forth  
15           and adopted in Section 26.1. of this Collective Bargaining Agreement. Further, neither  
16           the City Classification and Compensation Plan nor this agreement are intended to and  
17           do not affect changes in established CO classification or compensation.

1. Communications Operator Trainee – Entry level position in Communications Division; work performed under direction of assigned Communications Operator trainer. Those in trainee status must demonstrate the knowledge, skills and abilities to perform the duties of a Communications Operator I prior to being released to solo status. Successful completion of FCIC/NCIC certification required within six (6) months of employment. Successful completion of Department of Health (DOH) certification required within (1) year of employment. Failure to successfully complete both FCIC/NCIC and DOH certifications within the time frames set forth is a failure by the employee to meet job qualifications and each failure is individually

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1 grounds for termination.

2 2. Communications Operator I – Communications Operator Trainee to  
3 Communications Operator I; successful completion of Communication Operator  
4 Trainee requirements, release to solo status, maintain and must possess FCIC/NCIC  
5 and DOH certification. Failure to successfully complete and maintain in good  
6 standing both FCIC/NCIC and DOH certifications is a failure by the employee to  
7 meet job qualifications and each failure is individually grounds for termination.

8 3. Communications Operator II – Communications Operator I to  
9 Communications Operator II; at least two years of continuous services as an APD  
10 Communications Operator I meeting job description criteria and being  
11 recommended for promotion by the Chief of Police. Must possess and maintain in  
12 good standing FCIC/NCIC and DOH certification.

13 C. Promotion Increase

14 1. Members shall receive an increase to base pay of the higher rank to which  
15 promoted or five percent of their then existing pay, whichever is greater.

16 D. In Rank Pay Increases Based on Merit

17 1. Increases in pay within rank shall be based on merit, as reflected in the annual  
18 evaluation, as recommended by the Chief of Police, approved by the City Manager  
19 and funded in the annual City Budget.

20 E. Probation Upon Promotion

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

23 2. Failure to satisfactorily complete any period of probation may result in  
24 demotion/reduction in pay or termination as the facts and circumstances require.

25 F. All changes in compensation pursuant to this Agreement will be implemented effective  
26 beginning the first full pay period after October 1, 2022 or the first full pay period after

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1 and contingent upon ratification of this Agreement first by the Collective Bargaining Unit  
 2 and, second, by the Alachua City Commission, whichever is last to occur.

3 **26.3 Merit Increase**

4 A. Merit increases for sworn officers are waived by members of the collective bargaining unit  
 5 as a part of the FOP proposal to establish the Law Enforcement Progressive Pay Plan accepted by  
 6 the City and implemented as set forth in Section 26.1.

7 B. CO members of the bargaining unit shall continue to become eligible for annual Merit Pay  
 8 increases, if any, based on their annual performance evaluation as rated by the supervisor.  
 9 The percentage of any merit increase will be applied to the current hourly rate of pay. If an  
 10 employee is at or near the maximum rate of pay for the position, the percentage, if any, of an  
 11 annual merit increase that exceeds the maximum pay range will be paid as a lump sum in lieu  
 12 of increasing the current hourly rate of pay beyond the set maximum rate. Merit increases  
 13 shall be on the following schedule:

- 14 1. Below or Does Not Meet Expectations 0%
- 15 2. Meets Expectations 2%\*
- 16 3. Exceeds Expectations 3%\*
- 17 4. Exceptional 4%\*

18 \*Not Cumulative

19 C. Implementation. Annual evaluations, using the same form, criteria and process in place in  
 20 the 20/21 18/2022 contract year, are scheduled for completion for all employees by October 31,  
 21 2022, 2023 and 2024.

22 1. The Rating Schedule and corresponding Merit Increase are as set forth below:

23	a. <u>Final Rating</u>	<u>Range</u>	<u>Merit Increase</u>
24	Exceptional	4.51 – 5.00	4%
25	Exceeds Expectations	4.00 – 4.50	3%
26	Meets Expectations	3.00 – 3.99	2%
27	Needs Improvement	2.00 – 2.99	0%
28	Does Not Meet Expectations	1.00 – 1.99	0%

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|----|------|---|
| 1  | 2.   | Merit increases, if any, awarded any employee will be implemented and paid the              |
| 2  |      | first pay period beginning in January of 2023   |
| 3  | 3.   | Merit increases, as with all increases in compensation, are subject to all required         |
| 4  |      | deductions.   |
| 5  | 26.4 | Longevity pay will be awarded for FY 2022/2023 based on the criteria listed below:          |
| 6  | A.   | Longevity amounts will be paid in lump sum (less withholdings, etc.) no later than          |
| 7  |      | November 23 of each calendar year and paid, based on years of service calculated as of      |
| 8  |      | September 30 <sup>th</sup> .  |
| 9  | B.   | Eligibility requires a rating of "meets expectations" or above for the current year and the |
| 10 |      | employee must be employed by the City on the date of payment.                               |
| 11 | C.   | Longevity pay will be determined by the schedule below:                                     |
| 12 |      | 5 - 9 years of consecutive full-time employment \$500.00                                    |
| 13 |      | 10 - 14 years of consecutive full-time employment \$1,000.00                                |
| 14 |      | 15 - 19 years of consecutive full-time employment \$1,500.00                                |
| 15 |      | 20 - 24 years of consecutive full-time employment \$2,000.00                                |
| 16 |      | 25 - 29 years of consecutive full-time employment \$2,500.00                                |
| 17 |      | 30 or more years of consecutive full-time employment \$3,000.00                             |

## Article 27

## SAVINGS CLAUSE

- 20 27.1 All job benefits hereto enjoyed by the employees which, are not specifically provided for or abridged  
21 by the collective Bargaining Agreement shall continue under conditions that they had previously  
22 been granted. The Agreement will not deprive any employee of any benefits or protection granted  
23 by the laws of the State of Florida, the ordinances and policies and procedures of the City of Alachua.

## Article 28

## SEVERABILITY CLAUSE

- 26 28.1 Should any provision of this collective Bargaining Agreement or any part thereof, be rendered or  
27 declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of



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1 accord of competent jurisdiction, all other articles and sections of this Agreement shall remain in  
2 full force and effect for the duration of this Agreement.

3 28.2 Should any Article be rendered invalid, it shall be re-negotiated within sixty (60) days upon written  
4 notification by the COA or the FOP.

5 **Article 29**

6 **STRIKES AND LOCKOUTS**

7 29.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or  
8 refusal to perform assigned work by the employees or the FOP and there will be no lockouts by the  
9 City for the duration of this Agreement. The FOP supports the City fully in maintaining normal  
10 operations.

11 29.2 Any employee who participates in or promotes a strike, work stoppage, picket line, slowdown,  
12 boycott or concerted failure or refusal to perform assigned work may be disciplined by the City and  
13 only the question of whether the employee did in fact participate in or promote such action shall be  
14 subject to grievance and arbitration procedure.

15 29.3 It is recognized by the parties that the City is responsible for and engaged in activities which are  
16 basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the  
17 event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate  
18 injunctive relief.

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

22 **Article 30**

23 **PROMOTION TO SERGEANT EXAMINATION PROCESS**

24 30.1 Promotions to Sergeant in the Department shall be filled as established in this Article.

25 30.2 The City will post, on all department bulletin boards, (for all eligible officers) a date for a  
26 competitive promotional examination. The City will give forty-five (45) days notice prior to the

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1 commencement of the examination(s) and provide a list from where the questions are to come for  
2 the written examination.

3 30.3 Officers, to be eligible to take the exam for Police Sergeant, shall have a minimum of three (3) years  
4 of continuous satisfactory full time service as a Police Officer with the City of Alachua or at least  
5 two years of continuous satisfactory certified sworn law enforcement service with another agency  
6 in the state of Florida the 36 months preceding the date of hire by APD, satisfactorily completed  
7 the APD probation/training period and served one year continuously with APD after completion of  
8 probation/training.

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

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

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

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- 1 IV).
- 2 30.5 The FOP may have one (1) proctor present during any part of the examination process (written or
- 3 oral). The proctor shall act as an observer and will not interfere with the examination.
- 4 30.6 The Chief of Police will be able to pick from the top three employees on the promotional list when
- 5 determining who is to be promoted. The promotional list shall be valid for 24 months from the
- 6 date of its inception. Should the City offer a new test before the expiration of the promotional list,
- 7 the officers on the current list shall have the option to re-test. The rankings shall be from highest
- 8 score to lowest and will incorporate officers from any and all current testing cycles. However,
- 9 officers will be deleted from the promotion list when their 24-month eligibility expires. As officers
- 10 are removed, those employees remaining on or added to the promotional list from a new testing
- 11 cycle will be ranked from the highest score to the lowest.

12 **Article 31**

13 **DRUG POLICY**

- 14 31.1 The City of Alachua and the FOP recognize that the City should not accept any risk to the safety of
- 15 its employees or members of the public or compromise the quality of our work, services or
- 16 productivity as the result of alcohol or drug abuse which can impair one's normal mental and
- 17 physical faculties. Both parties agree to the promotion of a drug free workplace pursuant to Florida
- 18 State Statute 440.102 and Executive Order 12584 (Drug-Free Workplace Act).
- 19 31.2 The FOP agrees to support any policy adopted by the City and abide by all its provisions

20 **Article 32**

21 **NON-DISCRIMINATION**

- 22 32.1 Employees of the City shall have the right to form, join, and participate in, or to refrain from
- 23 forming, joining, and participating in any employee organization of their own choosing. No
- 24 employee shall be intimidated, restrained, coerced, or discriminated against by either the City or
- 25 the FOP, because of the exercise of these rights.
- 26 32.2 The City and the FOP shall apply the provisions of this Agreement equally to all employees without

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1 discrimination, because of age, sex, race, creed, religion, national origin or disability except where  
2 the law allows consideration of such factors.

3 32.3 The use of masculine or feminine gender in this Agreement shall be construed as including both  
4 genders.

5 **Article 33**

6 **SAFETY**

7 33.1 It shall be the joint responsibility of the City of Alachua and the FOP to work cooperatively to  
8 ensure the safest working environment possible.

9 33.2 "The City or the Fraternal Order of Police may call a safety meeting and any convenient  
10 time to discuss safety concerns.

11 **Article 34**

12 **CONTRACT FORMAT**

13 The City of Alachua and the FOP Bargaining Unit have and continue to adopt the following format for  
14 Contract between the City of Alachua and Gator Lodge 67 Fraternal Order of Police to be effective fiscal  
15 year 2016/2017 and thereafter:

16 **Article #**

17 **Title**

18 #.1 First Level

19 A. Second Level

20 1. Third Level

21 a. Fourth Level

22 (1) Fifth Level

23 (a) Sixth Level

24 i. Seventh Level

25 a. Eighth Level

26 1. Ninth Level

27 #.2 ect...

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**TERM OF AGREEMENT**

This contract is ratified and shall be effective October 1, 2022 after approval by the City of Alachua Commission and will remain in effect until September 30, 2025 This contract will remain in full force and effect until its successor is ratified and implemented.

Effective Date of Compensation Changes

**DATE TO OPEN**

**FISCAL YEAR 2025/2026 NEGOTIATIONS**

The City and the FOP, during the first week of July 2025, agree to coordinate the scheduling of the first negotiating session to be held no later than July 29, 2025.

\*\*\*Signature Page to Follow\*\*\*

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

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3 9/22/22  
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W. Michael DaRoza, City Manager

THIS AGREEMENT was ratified by a majority of the members of the Bargaining Unit in voting conducted 2022.

9-22-22  
Date

Tristan Grunder, FOP Bargaining Representative  
Gator Lodge 67, Fraternal Order of Police, Inc.

9-22-22  
Date

Carlos Hunt, APD Employee Representative

THIS AGREEMENT is ratified by the Alachua City Commission and the Mayor authorized and directed to affix his signature this 26 day of September, 2022.

Attest:

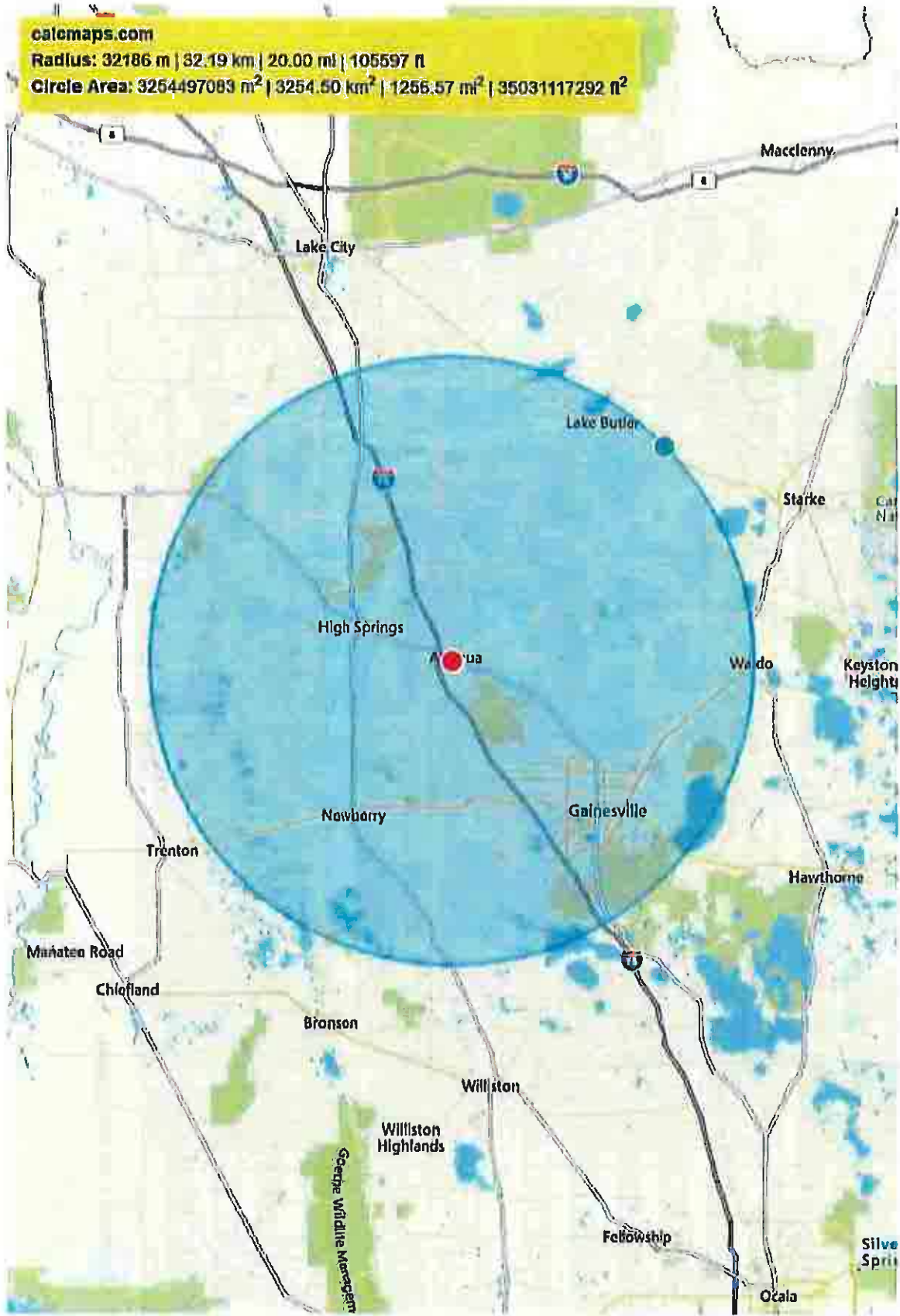
W. Michael DaRoza, City Manager/City Clerk

Gib Coerper, Mayor

APPROVED AS TO FORM

9-26-2022  
Date

Marian B. Rush  
Marian Rush, City Attorney



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FOP FY 22/23 Law Enforcement Progressive Pay Plan Bargaining Unit Roster

Name	DOB	Position Title	Progressive Pay Plan Level	Current Hourly Rate	New Hourly Rate	Dollar Amount Increase Per Hour	Base Annual Compensation	New Annual Salary
<b>POLICE OFFICER</b>								
Bohannon, M.	06/30/22	Police Officer	2	\$ 19.47	\$ 19.86	\$ 0.39	\$ 40,497.60	\$41,308.80
Eady, J.	07/29/22	Police Officer	2	\$ 19.47	\$ 19.86	\$ 0.39	\$ 40,497.60	\$41,308.80
Freitas Lucas, M.	10/11/21	Police Officer	2	\$ 19.47	\$ 19.86	\$ 0.39	\$ 40,497.60	\$41,308.80
Gaston, A.	05/02/22	Police Officer	2	\$ 19.47	\$ 19.86	\$ 0.39	\$ 40,497.60	\$41,308.80
Payne, A.	01/10/22	Police Officer	2	\$ 19.47	\$ 19.86	\$ 0.39	\$ 40,497.60	\$41,308.80
Snider, R.	07/27/22	Police Officer	2	\$ 19.47	\$ 19.86	\$ 0.39	\$ 40,497.60	\$41,308.80
Lamar, J.	08/22/16	Police Officer	3	\$ 19.86	\$ 20.46	\$ 0.60	\$ 41,308.80	\$42,556.80
Coppock, J.	05/03/21	Police Officer	3	\$ 19.47	\$ 20.46	\$ 0.99	\$ 40,497.60	\$42,556.80
Hudson, B.	04/01/13	Police Officer	4	\$ 20.43	\$ 21.70	\$ 1.27	\$ 43,368.00	\$45,136.80
Brown, T.	10/31/19	Police Officer	5	\$ 20.85	\$ 21.70	\$ 0.85	\$ 43,368.00	\$45,136.80
Flaherty, Z.	05/19/20	Police Officer	6	\$ 21.46	\$ 22.35	\$ 0.89	\$ 44,636.80	\$46,488.00
Pilgrim, R.	08/03/15	Police Officer	6	\$ 21.48	\$ 22.35	\$ 0.87	\$ 44,678.40	\$46,488.00
Gordon, A.	06/17/19	Police Officer	6	\$ 21.67	\$ 22.35	\$ 0.68	\$ 45,073.60	\$46,488.00
Stanfield, T.	11/16/15	Police Officer	7	\$ 22.18	\$ 23.02	\$ 0.84	\$ 46,134.40	\$47,881.60
Railey, B.	12/02/19	Police Officer	9	\$ 23.21	\$ 24.43	\$ 1.22	\$ 48,276.80	\$50,814.40
Zaragoza, F.	05/06/19	Police Officer	13	\$ 26.02	\$ 27.49	\$ 1.47	\$ 54,121.60	\$57,179.20
Vargas, C.	12/08/03	Police Officer	14	\$ 26.78	\$ 28.32	\$ 1.54	\$ 55,702.40	\$58,905.60
Parks, D.	01/24/96	Police Officer						
<b>SERGEANTS</b>								
Young, B.	11/14/11	Police Sergeant	3	\$ 24.85	\$ 26.01	\$ 1.16	\$ 51,688.00	\$54,100.80
Horn, J.	06/12/07	Police Sergeant	4	\$ 25.26	\$ 26.79	\$ 1.53	\$ 52,540.80	\$55,723.20
Hunt, C.	01/15/18	Police Sergeant	4	\$ 25.26	\$ 26.79	\$ 1.53	\$ 52,540.80	\$55,723.20
Howell, R.	02/26/15	Police Sergeant	4	\$ 25.50	\$ 26.79	\$ 1.29	\$ 53,040.00	\$55,723.20
Chalker, D.	09/27/05	Police Sergeant	6	\$ 27.55	\$ 28.43	\$ 0.88	\$ 57,304.00	\$59,134.40
Smith, J.	02/19/04	Police Sergeant	7	\$ 28.41	\$ 29.79	\$ 1.37	\$ 58,468.80	\$60,997.40
Floyd, D.	12/19/96	Police Sergeant	10	\$ 30.79	\$ 31.99	\$ 1.20	\$ 64,043.20	\$66,539.20
Newsome, C.	01/22/97	Police Sergeant	14	\$ 35.55	\$ 36.01	\$ 0.46	\$ 73,944.00	\$74,900.80
All BUs are Sited in the plan as shown							\$1,234,948.00	\$1,282,143.20
							3.82%	

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Level 3
Level 4
Level 5
Level 6
Level 7
Level 8
Level 9
Level 10
Level 11
Level 12
Level 13
Level 14
Level 15
Level 16
Level 17

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Exhibit B  
Page 2 of 2

FOP FY 22/23 Progressive Plan Level Bagaining Unit Roster

City of Alachua  
Law Enforcement Progressive Pay Plan

Position	Hourly Rate of Pay										
Police Officer	Level 1		2	3	4	5	6	7	8	9	10
		\$19.47	\$19.86	\$20.46	\$21.07	\$21.70	\$22.35	\$23.00	\$23.69	\$24.40	\$25.13
	11		12	13	14	15	16	17			
		\$25.89	\$26.66	\$27.46	\$28.29	\$29.14	\$30.01	\$30.94			
Police Sergeant	Level 1		2	3	4	5	6	7	8	9	10
		\$24.52	\$25.26	\$26.01	\$26.79	\$27.50	\$28.43	\$29.28	\$30.16	\$31.06	\$31.99
	11		12	13	14						
	\$ 32.95	\$ 33.94	\$ 34.96	\$ 36.01							

Notes: \$19.47 - \$30.94 Police Officer Pay Range  
\$24.52 - \$36.01 Police Sergeant Pay Range

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9-22-22  
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