

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.

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, 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.

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,

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

6 2.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any
7 grievance not answered by Management within the prescribed time limits shall automatically
8 advance to the next higher step. Should the grieving party fail to observe the time limits as set forth
9 in the steps of this Article, grievance shall be considered conclusively abandoned.

10 2.3 Grievances shall be presented in the following manner:

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

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

25 **Step 3:** Any grievance not satisfactorily settled at Step 2 will be taken up with the City Manager or
26 designee with five (5) days from the date the Chief of Police has rendered decision. The
27 grievance as specified in writing shall be discussed by and between the employee and
28 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 parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

E. Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days

of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

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

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

Article 3

DUES DEDUCTION

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

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

Article 4

MANAGEMENT RIGHTS

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

4.2 In addition, the FOP recognizes the sole and exclusive rights, powers and authority of the Employer further include, but are not limited to, the following: to direct and manage employees of the City; to hire, promote, transfer, schedule, assign and retain employees, to suspend, demote, discharge or take other disciplinary action against employees for proper cause; to relieve employees from duty because of lack of work, funds, or other legitimate reasons; to maintain the efficiency of its

1 operations including the right to contract and subcontract existing and future work; to determine the
2 duties to be included in job classifications and the numbers, types and ranks of positions or
3 employees assigned to an organizational unit, department or project; to assign overtime and to
4 determine the amount of overtime required, to control and regulate the use of all its equipment and
5 property; to establish and require employees to observe all its rules and regulations, to conduct
6 performance evaluations; and to determine internal security practices. The Employer agrees that,
7 prior to substantial permanent lay-off of FOP bargaining unit members, it will discuss such with the
8 FOP.

9 4.3 If, in the sole discretion of the City Manager/Designee, it is determined that civil emergency
10 conditions exist, including, but not limited to, riots, civil disorders, severe weather conditions (or
11 similar catastrophe), the provisions of this Agreement may be suspended by the City
12 Manager/Designee during the time of the declared emergency, provided that wage rates and
13 monetary fringe benefits shall not be suspended. Should an emergency arise, the FOP shall be
14 advised as soon as possible of the nature of the emergency.

15 **Article 5**

16 **PERSONNEL RECORDS**

17 5.1 Each employee covered by this Agreement shall have the right to inspect his or her official
18 personnel file, provided, however, that such inspection shall take place during working hours at the
19 location where the official personnel file is kept. The employee shall have the right to make
20 duplicate copies of any items contained in his or her official personnel file.

21 5.2 Employees shall have the right to file a written response to any letter of reprimand or to any
22 document which is placed in the employee's official personnel file as a result of supervisory action
23 or citizen complaint. At the employee's request any such written response shall be included in the
24 employee's official personnel file together with the letter of reprimand or other document against
25 which it is directed.

26 5.3 To the extent permitted by law and in order to protect the privacy and promote the safety of
27 individual police officers, the City agrees not to directly or indirectly furnish the news media or the
28 public with any employee's home address, telephone number **or** photograph.

1 5.4 The FOP agrees not to directly or indirectly furnish the news media or the public with personnel
2 records without the consent of the City and the employee thus insuring the confidentiality of
3 personnel records other than required by law.

4 **Article 6**

5 **SENIORITY**

6 6.1 The City agrees that time in service shall consist of continuous accumulated paid service with the
7 City of Alachua Police Department. It shall be computed from the date of hire. Seniority is defined
8 as time in rank or classification from the date of successful completion of the probation/training
9 period. Members serving in a higher rank or classification shall have seniority over those of lower
10 rank or classification Seniority shall accumulate during leaves of absence due to injury, illness,
11 vacation, or any other leave authorized and approved by the City.

12 6.2 Vacation periods for each calendar year shall be drawn by employees on the basis of seniority in
13 rank.

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

27 6.4 Employees shall be notified of their recall to work by registered letter mailed to their address of

1 record and shall be given fifteen (15) calendar days to return to work. A recalled employee shall
2 notify the employer in writing of the employee's intent to return to work within five (5) calendar
3 days of notice of attempt to deliver the recall letter.

4 6.5 An employee laid off pursuant to this Article, provided the insurance carrier concurs, shall be given
5 the opportunity to continue insurance coverage in existing programs during the layoff provided that
6 the premiums for such insurance programs shall be paid by the employee on a monthly basis in
7 advance of the month due.

8 6.6 Recall will be the current rate of pay for classification and rank but not lower than that of the
9 employee when laid off. Upon recall, all credit for seniority shall be restored.

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

12 6.7 Seniority shall also be considered in the selection of any employee to be sent to any type of school
13 or training.

14 **Article 7**

15 **LEAVE OF ABSENCE**

16 7.1 **Leave of Absence Without Pay:**

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

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

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

6 7.2 **General**

7 An employee shall return from any leave of absence at the same rank and pay as at the time of
8 commencement of the leave of absence.

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

12 7.3 **Leave of Absence With Pay**

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

18 **Article 8**

19 **PROBATIONARY /TRAINING PERSONNEL**

20 8.1 All new members and those who have been promoted to a higher classification or rank shall serve
21 a probationary/training period of 365 days, which can be extended for up to 6 months at the
22 discretion of the Chief of Police, during which time they shall not be entitled to any seniority rights
23 but during such period shall be subject to all terms and conditions of this Agreement.

24 8.2 Upon successful completion of said 365 days or such period of extension as provided for in 8.1,
25 new employees shall be shown as regular full time employees and those promoted within the
26 classification of Police Officer or to Sergeant shall accrue seniority in classification or rank from
27 the date of successful completion of the probationary/training period.

Article 9

BULLETIN BOARDS

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

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

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

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

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

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

Article 10

VOTING/POLITICAL ACTIVITY

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

10.2 Employees will be allowed to engage in the full range of political activities guaranteed to all citizens

1 while off duty and not in uniform.

2 **Article 11**

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

4 11.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the
5 manner in which the employees covered by this Agreement perform their various duties. Further,
6 the parties recognize that the performance of such duties involves these employees in all manner of
7 contacts and relationships with the public and out of such contact and relationships, questions may
8 arise or complaints may be made concerning the actions of employees covered by this Agreement.
9 Investigation of such questions and complaints must necessarily be conducted by a sworn law
10 enforcement officer whose concern must be the security of the City and preservation of the public
11 interest.

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

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

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

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

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

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

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

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

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

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

22 3. Sustained – The preponderance of evidence clearly proves the
23 allegation/complaint.

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

25 5. Exonerated due to policy failure – A finding of conclusion that policy, procedure,
26 rule or regulation covering the situation was non-existent or 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 writing
7 that he/she will be disciplined clearly stating the reasons.

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, whichever
10 is appropriate, shall notify the employee of the complaint unless a criminal investigation is
11 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 acted
18 in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of
19 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).

Article 13

DISCIPLINE, RULES AND REGULATIONS

- 13.1 It is agreed that employees covered by this Agreement shall be subject to the City of Alachua Personnel Policies and Procedures and the Alachua Police Department Operations Manual as either one now exists or may be amended. Should there be any conflict between the provisions of the Operations Manual and the City Personnel Policies and Procedures, the City Personnel Policies and Procedures shall prevail. This Agreement shall prevail in any conflict with either the Alachua Police Department Operations Manual or the City of Alachua Personnel Policies and Procedures.
- 13.2 Failure of employees to comply with the terms of the City Personnel Policies and Procedures and the Police Department Operations Manual may result in the imposition of disciplinary action pursuant to the provisions of these above cited Rules.
- 13.3 It is the understanding and the intention of the parties that any disciplinary action taken in the case of an employee in this bargaining unit shall be subject to the grievance procedure as provided in Article 2 of this Agreement.
- 13.4 New or revised rules implemented within the Police Department Operations Manual and any changes in the City of Alachua Personnel Policies and Procedures, shall be posted on the FOP bulletin board at least 30 days prior to the effective date if the proposed changes in Policy and Procedures will impact wages, hours or terms and conditions of employment. If the FOP disagrees with a new Police Department rule or City Personnel Policies and Procedures, it shall make a written request for a meeting with the designated city bargaining representative to attempt to reach a mutual agreement. The FOP request shall be delivered to the designated city bargaining representative and the meeting shall be held prior to the proposed effective date of such rule. The 30 day posting requirement may be waived by mutual agreement between the local FOP Representative and the City Representative.
- 13.5 A copy of the City Personnel Policies and Procedures is issued to each member and is available on COA Intranet.

Article 14

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

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

Article 15

TRAINING

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

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

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

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

Article 16

FOP REPRESENTATIVE

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

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

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

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

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 APD /FOP Contract
FY ~~18/19~~19/20

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 ~~2018/2019~~2019/2020

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.

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

17.4 Reimbursement shall be paid as follows:

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

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

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

D. Lower than C- = No Reimbursement

Article 18

WORKERS COMPENSATION BENEFITS

18.1 Workers Compensation provides medical and hospitalization expense benefits as well as partial payments in lieu of salary for workers injured on the job per applicable State of Florida Statute 440. 100% compensation will be paid by the City for loss time up to two (2) weeks. After that time payment will be made directly from workers compensation at 66% of total gross. Supplement pay

1 of 34% can be acquired by utilizing sick leave and vacation time. Health insurance premiums will
2 have to be paid by the employee after six (6) months on Workers Compensation Rules. Vacation
3 and sick leave accrual will discontinue after six (6) months on Workers Compensation Rules.

4
5 **ARTICLE 19**

6 **INSURANCE**

7 19.1 The City agrees to furnish regular full time employees a major medical, surgical, hospitalization
8 and dental benefits group insurance plan. Coverage begins the first of the month after the first full
9 calendar month of regular full time employment.

10 19.2 The City agrees to pay the entire amount (100%) of the premium for the employees. Dependent
11 coverage will be at the expense of the employee.

12
13 **Article 20**

14 **EQUIPMENT**

15 20.1 The City will provide, at no cost to each employee, all uniforms required by the Police Department
16 including a flashlight and batteries, bulletproof vest with a current warranty and a portable radio.

17 A The City will provide each sworn employee with an annual stipend of \$100 (one hundred
18 dollars) for the purchase of footwear that meets the guidelines according to policy.

19 B The \$100.00 will be paid annually in a lump sum in the first pay period beginning in
20 October ~~2018~~2019.

21 C The \$100.00 will be treated as compensation and subject to all required deductions.

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

25 20.3 All officers will inspect their vehicle before going on the street. If the officer finds any fault in the
26 vehicle which might be considered a safety hazard, the officer shall inform the shift supervisor. The

vehicle will not be returned to duty until all safety hazards are eliminated. When it has been proven that damage is due to operator negligence, the officer shall be subject to disciplinary action.

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

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

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

Article 21

HOURS OF WORK AND OVERTIME

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

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

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

C. If an employee covered by this Agreement is called out to work at a time outside normal working hours, the employee shall receive a minimum of three (3) hours pay at the rate

1 of time and one-half regular straight time. Call out time that falls either within one hour
2 (1) hour before or within one (1) hour after the regular workday is considered an extension
3 of the work day and is included in the total hours worked on that day.

4 D. The aforementioned minimum call out compensation shall apply to required off-duty
5 appearances as subpoenaed witness to attend any court, deposition, or other legal matters
6 on pending criminal civil, or traffic cases where the employee is involved in official police
7 capacity. Any witness fees, excluding salary or overtime pay, or any other related fees in
8 connection with the appearance before any court or for the purpose of taking depositions
9 shall be donated by the employee to the APD Explorer Special Revenue Account.

10 E. No supervisor or official shall take action to cause the non-payment of time and one-half
11 in circumstances wherein the member covered by this Agreement has performed work
12 which entitles the member to payment of time and one-half.

13 F. Work schedules will not be changed or altered to avoid the payment of overtime.

14 G. When an employee is put on a standby status for any reason, he/she shall receive overtime
15 at the established rate of time and one-half regular rate of pay. Standby status is defined
16 as when the personal activities of an employee are restricted to such a degree as not to
17 allow any movement from a designated area or location.

18 H. An employee performing any authorized extra-duty assignment shall be entitled to the
19 same rights, privileges, and benefits as if working regular duty hours. Compensation for
20 extra-duty assignments will be at the established rate.

21 I. Hours worked by an employee in an extra-duty status as outlined in APD Extra Duty
22 Policy and Procedures must be paid regardless of work week provisions set forth in Article
23 21.A.

24 J. The City has the authority to establish shifts and to use any method in establishing a shift
25 as well as change, increase, decrease, initiate, restrict and cancel a shift in order to meet
26 the needs of the department and to provide superior service to the community. However,
27 the Department shall make a reasonable effort to provide two (2) weeks prior written

notice to the affected employees.

Article 22

ANNUAL LEAVE

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

1 - 5 years.....80 hours

5 - 10 years.....120 hours

10 - 15 years136 hours

15 – 20 years.....160 hours

20 or more years.....180 hours

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

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

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

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

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

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

22.4 Accumulated annual leave not used during the calendar year in which it is eligible to be taken may

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

7 22.5 Unless employee resigns without two weeks notice or is terminated for violation of City's Personnel
8 Policies and Procedures, employee shall be paid for granted and unused annual leave in the regular
9 scheduled final paycheck for wages earned. Under no circumstances will an employee be paid for
10 more than 200 hours of unused annual leave.

11 22.6 Should the City increase the vacation benefit for non-bargaining unit members during the course of
12 the contract, bargaining unit members will be granted the same increases as the non-bargaining unit
13 members.

14 **Article 23**

15 **SICK LEAVE**

16 23.1 All regular full-time employees shall be granted 3.69 hours sick leave per bi-weekly pay period.
17 These days are cumulative with no maximum. Any full time regular employee who maintains a
18 minimum of 480 sick leave hours shall be granted twenty (20) hours of additional personal leave
19 time. Any full time sworn officer working a 12 hour work day schedule for the entire calendar year
20 who maintains a minimum of 480 sick leave hours shall be granted an additional four (4) hours of
21 personal leave time for a total of 24 hours. The 480 hour balance must be maintained though the
22 month of December to receive the additional personal leave credit which will be awarded after
23 January 1st of the following year.

24 23.2 **Sick Leave Award**

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

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

4 23.3 In the event of an employee's death, a lump sum payment for all hours of sick leave earned and
5 accrued shall be paid in accordance with the law.

6 23.4 Sick leave may be used by the employee for the following reasons:

7 A. Personal illness or physical incapacity of the employee.

8 B. Critical illness in the immediate family.

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

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

11 23.5 An employee on sick leave shall be paid regular holiday pay for any and all holidays that occur
12 while on such leave.

13 23.6 Should the City increase the sick benefit for non-bargaining unit members during the course of the
14 contract, bargaining unit members will be granted the same increases as the non-bargaining unit
15 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. 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 Day ("Premium Holiday") shall receive regular pay and, in addition, shall receive time and one-

1 half (1 1/2) regular rate for hours worked on the holiday. However, if an employee works overtime
2 on any recognized holiday the employee shall receive time and one half (1 1/2) regular rate for all
3 overtime hours worked on the holiday.

4 24. 5 An employee who works a recognized holiday, other than a "Premium Holiday" as defined in
5 24.4, shall receive regular pay and, in addition, one time the regular rate the hours worked on the
6 non- premium holiday. However, if an employee works overtime on any recognized holiday the
7 employee shall receive time and one half (1 1/2) regular rate for all overtime hours worked.

8 24. 6 If the holiday occurs while an employee is on vacation the holiday shall be taken and a vacation
9 day not charged for the holiday.

10 24. 7 The holidays recognized for all employees are those listed above and not any other designated day.

11 Article 25

12 BEREAVEMENT LEAVE

13 25. 1 The City agrees when a death occurs in the immediate family of an employee, that employee shall
14 be granted up to three days off for the funeral. An employee needing additional time may be granted
15 up to seven (7) days from accumulated sick, compensatory time, personal or vacation time by the
16 Chief of Police.

17 25. 2 Immediate family is defined as a spouse, domestic partner, child, parent, sibling, grandparent,
18 grandchild and corresponding in-law or step relationships. If the employee was reared by someone
19 other than those named, leave will be granted under the same terms and conditions

20 25. 3 The City agrees that bereavement leave is a separate category and will not be charged against any
21 other leave.

22 Article 26

23 WAGES

24 26.1 Effective ~~for the first full pay period in~~ October 1st of 2018 ~~or the first full pay period after and~~
25 ~~contingent upon ratification of this Agreement first by the Collective Bargaining Unit and, second,~~
26 ~~by the Alachua City Commission, whichever is last to occur,~~ all bargaining unit members shall

1 ~~receive a two percent pay increase (COLA). All positions will be~~are sited within the City of Alachua
2 Classification and Compensation Plan ~~which will be amended to read as follows:~~

3	Police Officer I	17.05/hr	to	26.90/hr
4	Police Officer II	18.97/hr	to	29.08/hr
5	Police Officer III	20.63/hr	to	30.10/hr
6	Police Sergeant	24.01/hr	to	38.08/hr
7	Communications Operator Trainee	14.45/hr	to	15.90/hr
8	Communications Operator I	15.17/hr	to	21.23/hr
9	Communications Operator II	16.30/hr	to	23.85/hr

10

11 26.2 Implementation of Wage Schedule

12 A. Minimum required time in continuous sworn service with APD and other criteria for
13 promotion shall include:

14 1. Police Officer I to Police Officer II – At least two Years (one year after completion
15 of Probation/Training period if extended). Promotion to Police officer II shall be
16 considered at the time of the ~~annual~~promotional evaluation of each eligible
17 employee and is based in meeting job description criteria and being recommended
18 for promotion by the Chief of Police. Promotion and compensation increases shall
19 be effective beginning the first full pay period after the ~~anniversary~~promotion date.

20 a. A Florida certified police officer who has worked part time in a sworn position
21 with the APD and then is hired as a full time probationary Police Officer I, shall,
22 at the discretion of the Chief of Police, be credited, after successful completion
23 of probation (365 days or as extended by the Chief of Police) with the hours
24 served in part time status during the 12 months preceding the date of full time
25 hire, toward the required time in service to qualify for promotion to Police
26 Officer II.

27 b. A Florida certified police officer hired with prior experience as a certified sworn
28 Police Officer in the State of Florida, after successful completion of probation

(365 days or as extended by the Chief of Police) may be credited, at the discretion of the Chief of Police, with time served, up to a maximum of 30 months during the 48 months preceding the date of hire, as a certified and sworn police officer with another department or agency, toward the required time in service to qualify for promotion to Police Officer II (or to Police Officer III if the education and other requirements have been met.)

2. Police Officer II to Police Officer III - Three Years after promotion to Police Officer II. Promotion to Police officer III shall be considered at the time of the annual evaluation of each eligible employee and is based in meeting job description criteria, having attained the minimum educational criteria of holding an A.A. or A.S. from an accredited institution of higher learning, possess and hold active and current certification as a Field Training Officer (FTO) and be recommended for promotion by the Chief of Police. Promotion and compensation increases shall be effective beginning the first full pay period after the ~~anniversary~~promotion date.

3. Police Officer II and III to Sergeant as set forth in Article 30.

4. The added eligibility requirement of holding FTO Certification in order to be promoted to Police Officer III, as set forth in this Section, ~~or to Sergeant, as set forth in Section 30,~~ shall not apply to those currently promoted and who have or do successfully complete probation in rank. However, should probation be extended by the Chief of Police, successful completion of FTO Certification, to be sponsored by the City, may be, at the discretion of the Chief of Police, a required part of successfully completing the extended probation period.

B. Time in continuous service as an APD Communications Operator Trainee, Communication Operator I and Communication Operator II, job requirements and other criteria shall include:

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

1 status. Successful completion of FCIC/NCIC certification required within six (6)
2 months of employment. Successful completion of Department of Health (DOH)
3 certification required within (1) year of employment. Failure to successfully
4 complete both FCIC/NCIC and DOH certifications within the time frames set forth
5 is a failure by the employee to meet job qualifications and each failure is individually
6 grounds for termination.

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

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

18 C. Promotion Increase

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

21 D. All Promotions are Based on Merit

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

25 E. Probation Upon Promotion

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

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

F. The Pay Classification of Detective, Canine Officer and School Resource Officer are abolished. However, the following benefits are here continued 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 shall be paid as set forth in 26.1 plus be paid one additional hour per day for all days, on or off duty, as compensation for caring for the canine. The additional 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 be paid and classified as set forth in 26.1, 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 26.1 and transfer between assignments shall be considered lateral and not, in and of itself, be a promotion, demotion, change of status or rank.

G. Field Training Officer

1. Field Training Officer (FTO) Certification is an important part of the Alachua Police Department commitment to developing a culture of proactive problem solving and community oriented police service in both new and veteran members of the department. Veteran Officers are selected and sponsored for the forty hour FTO training course at Santa Fe College where they are exposed to and learn the skills necessary to train a new Officer, recognize common problems that often

1 occur with new recruits and recognize the responsibility FTOs have in developing
2 top quality members for their department.

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

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

14 H. All changes in compensation pursuant to this Agreement, except for Merit Increase set
15 forth in 26.3, will be implemented effective beginning the first full pay period after
16 October 1, ~~2018-2019~~ or the first full pay period after and contingent upon ratification of
17 this Agreement first by the Collective Bargaining Unit and, second, by the Alachua City
18 Commission, whichever is last to occur.

19
20 **26.3 Merit Increase**

21 A Employees shall become eligible for Merit Pay salary increases, if any, based on their
22 annual performance evaluation as rated by his/her supervisor. The percentage of the
23 merit increase will be applied to the current hourly rate of pay up the maximum rate
24 of his/her position's salary range. If an employee is at or near the maximum rate of
25 pay for his/her position, the percentage of the merit increase that exceeds the
26 maximum pay range will be given as a lump sum payment in lieu of increasing the
27 current hourly rate of pay up to and beyond the set maximum rate. The merit increase

shall be on the following schedule:

1. Below or Does Not Meet Expectations 0%

2. Meets Expectations ~~12~~%*

3. Exceeds Expectations ~~or Above 23~~%*

3-4. Exceptional 4%*

*Not Cumulative

B Implementation

1. Annual evaluations, using the same form, criteria and process in place in the 2018/2019 contract, ~~for the 2017-2018 fiscal year~~ are scheduled for completion for all employees by November 30, 20189.

2. Merit increases, if any, awarded any employee will be initiated and paid in the first pay period in January of 2019~~20~~.

3. Merit increases, as with all increases in compensation, are subject to all required deductions

26.4 Longevity pay will be awarded for FY ~~2018/2019~~ 2019/2020 based on the criteria listed below:

A. Longevity amounts will be paid in lump sum (less withholdings, etc.) in December of 20189 based on years of service calculated as of September 30th, 20189.

B. Eligibility requires a rating of “meets expectations” or above for the current year and the employee must be employed by the City on the date of payment.

C. Longevity pay will be determined by the schedule below:

5 - 9 years of consecutive full-time employment	\$500.00
---	----------

10 - 14 years of consecutive full-time employment	\$1,000.00
---	------------

15 - 19 years of consecutive full-time employment	\$1,500.00
---	------------

20 - 24 years of consecutive full-time employment	\$2,000.00
---	------------

25 - 29 years of consecutive full-time employment	\$2,500.00
---	------------

30 or more years of consecutive full-time employment	\$3,000.00
--	------------

Article 27

SAVINGS CLAUSE

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

Article 28

SEVERABILITY CLAUSE

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

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

Article 29

STRIKES AND LOCKOUTS

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

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

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

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

Article 30

PROMOTION TO SERGEANT EXAMINATION PROCESS

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

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

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

30.4 The competitive process will consist of four (4) phases, a written multiple choice exam, a practical exercise, role playing and an oral board. An employee will have to obtain a score of at least 70% on the written exam to continue to the next stage of the process. The written test will consists of 100 multiple choice questions and the score is valid for two full years from the date of taking. However, if an officer elects to retake the written test when it is offered, only the more recent test score will be valid. The practice exercise will consist of presenting the officer with a simulated

1 event and then requiring the officer to complete the required report(s) in order to evaluate the
2 candidate's perception, knowledge and report writing skills. The third phase involves the candidate
3 in a role playing exercise. The exercise is designed to evaluate the candidate's knowledge,
4 judgment, composure, interpersonal skills, leadership and decision making. The practice exercise
5 and role playing phase may be combined. The final phase consists of an oral board made up of the
6 three (Sergeants or lieutenants or any combination) from law enforcement agencies in the state.
7 The City will assemble and select the board and bear any associated costs during the oral board.
8 Candidates will be asked to respond to questions concerning situations a Sergeant with APD would
9 be expected to encounter.

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

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

15 30.5 The FOP may have one (1) proctor present during any part of the examination process (written or
16 oral). The proctor shall act as an observer and will not interfere with the examination.

17 30.6 The Chief of Police will be able to pick from the top three employees on the promotional list when
18 determining who is to be promoted. The promotional list shall be valid for 24 months from the
19 date of its inception. Should the City offer a new test before the expiration of the promotional list,
20 the officers on the current list shall have the option to re-test. The rankings shall be from highest
21 score to lowest and will incorporate officers from any and all current testing cycles. However,
22 officers will be deleted from the promotion list when their 24 month eligibility expires. As officers
23 are removed, those employees remaining on or added to the promotional list from a new testing
24 cycle will be ranked from the highest score to the lowest.

25 **Article 31**

26 **DRUG POLICY**

27 31.1 The City of Alachua and the FOP recognize that the City should not accept any risk to the safety of
28 its employees or members of the public or compromise the quality of our work, services or

1 productivity as the result of alcohol or drug abuse which can impair one's normal mental and
2 physical faculties. Both parties agree to the promotion of a drug free workplace pursuant to Florida
3 State Statute 440.102 and Executive Order 12584 (Drug-Free Workplace Act).

4 31.2 The FOP agrees to support any policy adopted by the City and abide by all its provisions

5

6 **Article 32**

7 **NON-DISCRIMINATION**

8 32.1 Employees of the City shall have the right to form, join, and participate in, or to refrain from
9 forming, joining, and participating in any employee organization of their own choosing. No
10 employee shall be intimidated, restrained, coerced, or discriminated against by either the City or
11 the FOP, because of the exercise of these rights.

12 32.2 The City and the FOP shall apply the provisions of this Agreement equally to all employees without
13 discrimination, because of age, sex, race, creed, religion, national origin or disability except where
14 the law allows consideration of such factors.

15 32.3 The use of masculine or feminine gender in this Agreement shall be construed as including both
16 genders.

17 **Article 33**

18 **SAFETY**

19 33.1 It shall be the joint responsibility of the City of Alachua and the FOP to work cooperatively to
20 ensure the safest working environment possible.

21 33.2 "The City or the Fraternal Order of Police may call a safety meeting and any convenient
22 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 2016/2017 and thereafter:

Article #

Title

#.1 First Level

A. Second Level

1. Third Level

a. Fourth Level

(1) Fifth Level

(a) Sixth Level

i. Seventh Level

a. Eight Level

1. Ninth Level

#.2 ect...

TERM OF AGREEMENT

This contract is ratified and shall be effective _____, 201~~9~~⁸ after approval by the City of Alachua Commission and will remain in effect until September 30, ~~2019~~²⁰²⁰. This contract will remain in full force and effect until its successor is ratified and implemented.

DATE TO OPEN

FISCAL YEAR 20~~19~~²⁰/20~~20~~²¹ NEGOTIATIONS

The City and the FOP, during the first week of July ~~2019~~²⁰²⁰, agree to coordinate the scheduling of the first negotiating session to be held no later than July 31, ~~2019~~²⁰²⁰.

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

Date

Adam Boukari, City Manager

THIS AGREEMENT was ratified by a majority of the members of the Bargaining Unit in voting conducted _____, 20189.

Date
Agent

~~Leah Hayes~~Tristan Grunder, FOP Bargaining
Gator Lodge 67, Fraternal Order of Police, Inc.

THIS AGREEMENT is ratified by the Alachua City Commission and the Mayor authorized and directed to affix his signature this ____day of _____, 20189.

Attest:

Adam Boukari, City Manager/City Clerk

Gib Coerper, Mayor

APPROVED AS TO FORM

Date: _____

Marian Rush, City Attorney