

**Changes to the Labor Agreement Between the City of Gainesville and  
the North Central Florida Police Benevolent Association, Inc.  
Effective October 1, 2011 – September 30, 2014**

These changes to the 2011 – 2014 Agreement have been reached through negotiations between the North Central Police Benevolent Association, Inc. (PBA) and the City of Gainesville, and were ratified by the PBA on **May 23, 2013**. Where necessary, dates, policy references, and article reference numbers were changed throughout the entire Agreement.

**Contract Items Negotiated**

**Article 2 – Check Off**

2.4: Added “It is understood and agreed by the parties to this Agreement.”

**Article 6 – Grievance Procedure**

- 6.2.D: Added “Fridays (for STEP THREE ONLY).”
- 6.2: Renumbered to include “F” where previously excluded.

**Article 8 – Discharge and Discipline**

- 8.2: Reduced from 30 days to 20 the timeframe when Employee Notices should be issued, from the time the Chief of Police knows with reasonable certainty that causes for such actions exist.
- 8.3: Added “performance infractions, AIM.”
- 8.4: Added “, or the Florida Police Benevolent Association.”
- 8.7: Deleted paragraph.
- 8.8: Deleted paragraph.
- New 8.7, 8.8, and 8.9: Added time limits tolling language.
- New 8.10: Added language providing that, for allegations of employee misconduct, when practicable, the complaint be made under oath. Added language providing that, when the allegation is criminal in nature, the complaint will be made under oath.
- New 8.11: Added permissive language authorizing the Chief of Police to impose forfeiture of vacation time in lieu of suspension, as an intermediate step between written instruction and cautioning and suspension.

**Article 9 – Vacations**

- 9.4: Added/deleted “Vacation leave may be taken... in quantities of not less than one (1) two (2) hours.”

**Article 10 – Holidays**

- 10.1: Deleted/added “~~twelve (12)~~nine (9),” distinguished Holidays from Employee Option Days; added “Employees covered by this Agreement are also entitled to,” added “(taken at a minimum of 1-hour intervals),” and provided reopener language.
- 10.3: Added “Hours compensated shall match the scheduled holiday work hours of the employee,” and provided reopener language.
- 10.4.A: Added “unless subject to overtime rates,” and added option language allowing officer working holiday to elect double time for all scheduled hours, based on work schedule, with additional time worked paid at straight time. Alternatively, officer may elect straight time rate and another day off. Added reopener language.
- Deleted old 10.4B, eliminating double time and a half and 14 day declaration requirement.
- 10.4: First paragraph: Deleted “(A),” because subcategory (B) was eliminated, negating the need for subcategory (A).

**Article 11 – Hours of Work**

- 11.1: Deleted “are salaried employees who,” deleted “and,” and added “work.”
- 11.2.A: Added “Lieutenants presently assigned to this schedule shall not have the fourteen (14) day work period substantially modified unless they are provided an opportunity to discuss such change.”

- 11.3: Deleted/added “~~will~~shall.”
- New 11.6: Added language providing for pay for attendance at mandatory “Administrative Meetings” (e.t. Tactical Briefings, Command Staff, Monthly Lieutenants Meeting, etc.). Clarified that pay will be at the one and one-half (1½) time rate, with a minimum guarantee of two hours, and the employee’s option of adjusting their schedule to begin the regular work day at the start of an “Administrative Meeting.”

**Article 12 – Sick Leave**

- 12.2.D: Added “certified or,” and “or registered.”
- 12.5: Deleted “section” and added “paragraph.”
- 12.13: Added language to comply with statutory limit on sick leave that can be used in the calculation of pension benefits.
- 12.14: Added language providing for a 1,040 hour cap on sick leave for those hired after ratification. Added language to comply with statutory limit on sick leave that can be used in the calculation of pension benefits. Deleted old 12.14 – Sick Leave Bonus Program.

**Article 13 – Bereavement Leave**

- 13.2: Added “certified or” for domestic partner throughout paragraph.

**Article 16 – Hospitalization and Life Insurance**

- Renumbered 16.2 and 16.3.
- New 16.4: Provided reopener language.
- New 16.5: Added language providing for modified Retiree Insurance Benefit.

**Article 18 – Miscellaneous Employee Benefits**

- 18.1: Added language providing for retroactive payment for any allowances not paid; provided that retroactive payments be made within 60 days of ratification.
- 18.2: Deleted/added “The City’s ~~Occupational Health Nurse~~ Employee Health Services...”

**Article 22 – Workers’ Compensation**

- 22.2: Added/deleted “When an employee is absent due to a compensable injury as a result of responding to, during or returning from actively engaging in official police duties as determined by management, he/she shall receive his/her regular pay for the first thirty (30) calendar days of such absence. However, in the case of an accident in which the thirty- (30-) day injury leave applies and where the employee is determined to be at fault, the amount of injury leave shall be fifteen (15) calendar days.”

**Article 23 – Leave Without Pay**

Reformatted to track Leave of Absence in other City collective bargaining agreements (IAFF, ATU, CWA, CWA Supervisory).

**Article 24 – Military Leave**

- 24.1: Added “The City will grant a regular employee under his/her authority leave for active military service or state active duty in accordance with applicable law.”
- 24.2: Added/deleted “for a period not to exceed ~~seventeen (17)~~ two hundred forty (240) hours (30 eight-hour working days) in any one calendar year.”
- 24.3: Added “or state active duty.”

**Article 29 – Wages**

- First year: No increases. All employees shall receive a one-time, lump sum payment of \$1,500.

- Second year:

Rank	Increase*	Effective Date of Increase
Police Lieutenant	\$1,770	January 7, 2013

\*Limited by range maximum. Anything in excess of maximum paid as lump sum.

- Third year:

Rank	Increase**	Effective Date of Increase
Police Officer	\$1,770	January 6, 2014

\*\*Unless range movement is negotiated, the increases will be limited to range maximum, with anything in excess being paid as a lump sum. Reopener language included to permit negotiation of pay ranges only.

- Employees in the DROP shall receive lump sum payments equivalent to the amounts listed above, for second and third year.

**Article 29 – Pensions**

- New 29.2: Added ‘minor change’ language to track with Pensions article in other City collective bargaining agreements (ATU, CWA, CWA Supervisory, FOP).
- Changes – To be implemented July 1, 2013:

**FOP/PBA Pension - Summary of Benefit Changes**

	Current	New*	Not retirement eligible	Retirement eligible
Normal retirement	20 yrs	25 yrs	No change	No change
Early Retirement	Rule of 70	No change	No change	No change
Multiplier	2.625	2.5	2.5, prospectively	2.5, prospectively
COLA	2% > 25 yrs @ age 55 >20<25 @ age 62	1% @ age 55 and 2% @ age 62 Requires 25 yrs svc	1% @ age 55 and 2% @ age 62 Requires 25 yrs svc	No change
Rule of 70 COLA	2% @ age 62	No COLA	No COLA	No COLA
FAE	36 months no max OT includes 3rd party OT	48 months max 300 hrs OT Includes 3rd party OT	36 months max 300 hrs OT Includes 3rd party OT	36 months max 300 hrs OT Includes 3rd party OT
DROP Period	5 yrs @ 25 yrs svc	No change	No change	No change
DROP return	5.5%	4.50%	4.50%	4.50%
Employee Contribution	7.5%	7.5%	7.5%	7.5%

\*New = Employees hired after the date of implementation (7/1/13).

Chart does not reflect changes to Ch. 185 impacting use of vacation/sick leave.

**Article 31 – Billable Services**

31.2: Added “Except as provided for in 31.3.”