

AGREEMENT

This Agreement is entered into this 24th of September 2001, between the CITY OF GAINESVILLE (City) and POLICE BENEVOLENT ASSOCIATION.*

Article 27
Wages

The parties agree to the language contained in the City's September 4, 2001, proposal.

This language shall become effective on October 1, 2001, or the date of final ratification, whichever is later, unless otherwise specified in the agreed upon articles.

THE CITY OF GAINESVILLE, FLORIDA

POLICE BENEVOLENT ASSOCIATION

Wayne Bowers
City Manager



Gary Hoffman
Chairperson

Charlie Hauck
Senior Assistant City Attorney
As to Form and Legality

* Date ratified by last party.

ARTICLE 27

WAGES

27.1 Effective October 1, 2001, employees covered by this Agreement being paid a base pay rate within the pay range of their appropriate classifications shall have their rates of pay increased by 3.5% and at the same time the pay range assigned to Police Lieutenant shall be adjusted as reflected in Attachment A. These increases shall be effective prior to merit review for those Lieutenants who have a review date of October 1. The foregoing is contingent upon ratification, or beginning with the first full pay period next after legislative action as described in Section 447.403 (4)(e), Fla. Stat. (1997).

Employees who were permanent lieutenants as of September 30, 1996 shall have an October 1 review date. New lieutenants shall have a review date as of their promotion or date of permanent employment with the City, whichever is later. See Attachment "A" for the salary schedule. Effective for the period October 1, 1999 through September 30, 2001, all lieutenants, shall receive an increase, necessary to have their base pay rate two percent (2%) higher than that which a topped-out Sergeant would earn if promoted to a Lieutenant, provided a topped-out Sergeant is promoted to Police Lieutenant during this time period.

27.2 Effective October 1, 2001, a five percent (5%) non-compounded supplemental pay shall be computed on the base pay and then distributed each pay period to all Police Lieutenants not assigned as Uniformed District Shift Lieutenants (formerly Patrol Shift Lieutenants).

Supplemental pay is to be given only to regular full-time Lieutenants (i.e., not to Acting Lieutenants, etc.). Supplemental pay is calculated off base pay each year and does not include merit pay for that fiscal year. The supplemental pay is not added to the base pay and is not included in any calculations using base pay (e.g., pension deductions, contributions, final average earnings, etc.). Supplemental pay is calculated at the beginning of each fiscal year after the general increase is applied and before any applicable merit increases (i.e., merit pay is not included for that fiscal year) and distributed each pay period.

1 Since supplemental pay is not added to base pay, a topped-out employee is
2 eligible to receive this additional pay. The supplemental pay is not compounded
3 during the fiscal year after it is calculated. Supplemental pay shall continue while
4 an employee is working out-of-class for two full pay periods or less.
5 Supplemental pay is ceased when an employee is permanently promoted or
6 assigned working out-of-class pay for more than two consecutive pay periods.
7 Supplemental pay shall commence again when the working out-of-class pay is
8 ceased. There shall be no supplemental pay after September 30, 2002, unless
9 and until there is a new agreement in effect providing for such supplemental pay.

10 27.3 A. Merit increases within an established pay grade (see Attachment A) shall
11 be in minimum 2½% increments based on satisfactory performance. In
12 the event the Chief and City Manager establish a merit rate in excess of
13 2½%, that merit rate shall apply to all employees receiving a merit
14 increase in that fiscal year; provided that the merit raise shall not place the
15 employee beyond the maximum rate for the position.

16 B. There shall be no merit increases after the expiration of this agreement
17 unless and until there is a new agreement in effect providing for such
18 increases.

19 27.4 A. Promotion

20 When an employee is promoted, his/her salary shall only be advanced to
21 a rate within the new pay grade which would provide at least a five percent
22 (5%) increase in pay.

23 B. Transfer

24 There shall be no immediate change in the salary rate of an employee
25 who is transferred. If an employee is transferred to a position in a class
26 having a higher pay grade, such change is a promotion.

27 C. Temporary Assignments

28 When an employee is assigned to perform work for a position in a job
29 classification with a lower pay grade on a temporary basis, the employee
30 shall not suffer a decrease in pay.

1 D. Demotion

2 When an employee is demoted to a position in a job classification with a
3 lower pay grade, the employee shall be paid within the approved pay
4 grade of the classification with the lower pay grade. The rate of pay shall
5 be set by the Human Resources Director.

6 E. Working out-of-class

7 Employees assigned by the Chief of Police or his/her designee to work
8 out-of-class in a higher paid classification for at least forty (40)
9 consecutive hours within the pay period, including holidays, shall be paid
10 for such time worked at five percent (5%) above their base rate of pay, but
11 not to exceed the maximum rate of pay assigned to the higher
12 classification. Supplemental pay shall continue while an employee is
13 working-out-of-class for two full pay periods or less. Supplemental pay is
14 ceased when an employee is permanently promoted or assigned working-
15 out-of-class pay for more than two consecutive pay periods.
16 Supplemental pay shall commence again when the working-out-of-class
17 pay is ceased.

18 27.5 Deferred Retirement Option Program

19 A Consolidated Pension Plan member who has selected to receive Longevity
20 payments rather than general (COLA) increases must, in order to enter and
21 continue to participate in the Deferred Retirement Option Program (DROP),
22 forego receipt of all general (COLA) salary increases effective after the member's
23 entry into the DROP. This member must, in order to enter and continue to
24 participate in the DROP, forego receipt of all merit increases after the member's
25 entry into the DROP to the extent such increases would result in the member's
26 base salary exceeding the top of the salary range of the regular classification
27 he/she was in, as it existed when he/she entered the DROP. Such participants in
28 the DROP remain eligible to receive a promotional increase but subsequent merit
29 increases would be limited as described above.

Attachment A

CITY OF GAINESVILLE PAY PLAN
Police Lieutenants – PBA

Effective 10/1/01

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Annual Salary	\$48,795.35	\$57,265.39	\$65,735.42

