

Amendment to the PBA 2017-2020
June 20, 2019

ARTICLE 18

MISCELLANEOUS EMPLOYEE BENEFITS

- 18.1 The City, during the term of this Agreement (October 1, 2017 – September 30, 2020), will provide a dry cleaning allowance each year of the Agreement in the amount of 560.00. One-half (½) shall be paid on a pro rata basis on or about October 1 and April 1. The City, during the term of the Agreement (October 1, 2017 – September 30, 2020), shall provide an annual clothing allowance each year of the Agreement in the amount of \$585.00. One-half (½) shall be paid on a pro rata basis on or about October 1 and April 1. Each fiscal year all employees covered by this agreement shall receive one hundred dollars (\$100.00) annual leather allowance.
- In the event ratification occurs after one or more payments would have been made, the City agrees to provide full payment for any part of this allowance not paid to members, as described herein. Such payment shall be made within sixty (60) days of ratification of this Agreement.
- 18.2 Annual health assessments will be given employees covered by this Agreement. Periodic physical examinations will be given employees covered by this Agreement as follows: (Type A at age 40, 50 and 60. Type B at age 30, 35, 45 and 55.) The City's Employee Health Services and/or the City doctor may prescribe more extensive tests (e.g., stress, EKG) should the physical history or preliminary lab work indicate a need for a more extensive physical examination.
- 18.3 In the event of death, all compensation due to the employee as of the effective date of death shall be paid to the beneficiary, surviving spouse, or to the estate of the employee as determined by law or by executed forms in his/her personnel folder.
- 18.4 When an employee is required to use his/her personal automobile in the performance of City business, said employee will be reimbursed for operating expenses at the rate outlined in the City's Travel Policy, exclusive of mileage traveled to and from his/her work location.
- 18.5 An employee, upon request, shall be entitled to Association representation at disciplinary interviews or conferences in accordance with law.
- 18.6 If the State of Florida discontinues the funding of the Salary Incentive Program for local and state law enforcement officers and Correctional Officers (F.S.943), then the City shall, upon request, meet and confer with the Association concerning the City's adoption and funding of an analogous program.
- 18.7 The take-home car program shall be amended as follows:

Amendment to the PBA 2017-2020
June 20, 2019

- A. All employees who have a Police department take-home vehicle, shall be permitted to use the take-home vehicle within Alachua County for the purposes of driving to and from work, attending accredited schools (educational classes), picking up and dropping off uniforms at the dry cleaners, or engaging in physical fitness activity.
- B. In addition, employees may transport passengers who are not City employees and are not on City business while the employee is driving to and from work and is off-duty under the following conditions:
 - 1. Passengers are restricted to the employee's dependent children;
 - 2. Transportation is limited to driving dependent children to and from daycare or school.
 - 3. The employee must submit a list of those dependent children to be transported, along with the address(es) of the daycare or school, to the Chief of Police or designee and receive written approval prior to transporting any person not a City employee or a person on City business;
 - 4. Any change in the number or identity of dependent children to be transported must be made in writing to the Chief of Police or designee for approval at least fifteen (15) days prior to beginning the change;
 - 5. The officer shall first purchase and maintain, at his/her sole expense, liability coverage on the vehicle assigned to him/her and the City of Gainesville shall be named an additional insured. The employee must also provide Personal Injury Protection (PIP) coverage as required by statute. The limits of the liability coverage shall be at least \$100,000 per individual and \$300,000 per occurrence. Proof of insurance shall be submitted to the Chief of Police or designee before an employee may transport passengers who are not City employees and are not on City business and shall be verified on an annual basis;
 - 6. The officer shall maintain the required automobile liability and PIP coverage for as long as the member participates in the take-home vehicle program and when passengers under this subsection may be transported. The required automobile liability and PIP coverage shall be in place prior to the officer transporting a dependent child in the City vehicle. Thirty (30) days notice shall be provided to the City of Gainesville before the insurance coverage on the vehicle can be cancelled or reduced below required limits.

Amendment to the PBA 2017-2020
June 20, 2019

7. The officer shall execute an affidavit, prior to transporting any dependent children, that he/she has read and complied with said conditions;
 8. Failure to adhere to all of the conditions provided herein shall subject the member to disciplinary action up to and including dismissal.
- C. Employees shall not be eligible for a take-home vehicle unless they live within Alachua County.
- D. Nothing in this Agreement shall be construed to prohibit the Police Department from temporarily suspending or from revoking the use of a take-home vehicle based on disciplinary action as outlined in the departmental manual.
- 18.8 There shall be only one official personnel file for each employee, which shall be maintained in the Human Resources Department. Employees will be given a copy of any disciplinary action placed in the employee's official personnel file. Any employee disagreeing with a disciplinary action placed in such file shall be allowed to have his views regarding such action placed in the file. An employee will have the right to review his own official personnel file at reasonable times under proper supervision.

18.9 Effective upon ratification of this amendment (18.9), a Lieutenant, if assigned as the Special Weapons and Tactics (SWAT) (or equivalent) unit commander or Mobile Field Force commander, shall receive \$60 per month for each full month of assignment. For a Lieutenant assigned as the SWAT unit commander, this provision shall be retroactive to January 1, 2019.