

**Changes to the Labor Agreement between the City of Gainesville and  
the Police Benevolent Association Bargaining Unit  
Effective October 1, 2017 – September 30, 2020**

These changes to the 2017 – 2020 Agreement have been reached through negotiations between the Police Benevolent Association (PBA) and the City of Gainesville, and were ratified by the PBA on February 8, 2018. Where necessary, dates, policy references, and article reference numbers were changed throughout the entire Agreement.

**Article 2 – Check Off** – Paragraph 2.4 – Eliminated union dues remittance to City.

**Article 3 – Prohibition of Strikes** – 3.3 – Changed “order employees” to “instruct the employees they should return to work; copy of such instruction to be provided to the City within twenty-four (24) hours.”

**Article 4 – Management Rights**

- 4.1 – Added at beginning of paragraph “Subject to the provisions of this Agreement,…”
- 4.2 – Added “except as otherwise provided in this Agreement, …”

**Article 5 – Association Representatives and Activity** – 5.8 – Changed from “three (3)” to “four (4)” the minimum number of hours Replaced: Time donations may be made each April 1 and October 1 and shall be in increments of not less than “three (3)” to “four(4)” hours.

**Article 6 – Grievance Procedure**

- 6.3 – “Any grievance filed shall ... ~~adequately~~ set forth the facts pertaining to the alleged violation:”
- 6.4 – Replaced “request” with “demand”
- 6.5 – Deleted/Added: “Within fifteen (15) calendar days after receipt of the ~~request~~ notice of demand for arbitration, the Union shall complete a ‘Request For Arbitration Panel Form’ and submit it to ~~the Human Resources Director who shall sign and submit to~~ the Federal Mediation and Conciliation Service (FMCS).”
- 6.5 – Deleted/Added: If the Union does not request a panel, or if the union is not granted an extension pursuant to 6.2.B. above, ~~submit a ‘Request For Arbitration Panel Form’ to the Human Resources Director~~ within said fifteen (15) calendar days, the answer at the previous step shall be binding.
- 6.5 – Added “or designee” to “Human Resources Director.”
- 6.5 – Changed: “Failure of the Union to notify the Human Resources Director or designee in writing within the ~~fifteen (15)~~ thirty (30) calendar days of receipt of the list shall result in the City’s Step 3 answer being final and binding.”

**Article 8 – Discharge and Discipline**

- 8.2 and 8.3 – Deleted “s” in “written instructions and cautionings.”
- 8.12 – Added new paragraph 12: Either party may, upon written notice to the other party, reopen this article one time during the term of this Agreement (Oct. 1, 2017 – Sept. 30, 2020).

**Article 9 – Vacations** – 9.1 – Added underlined: Regular and probationary full-time employees who are not participating in PTO under Article 30 shall ....

**Article 10 – Holidays**

- 10.1, 10.3 and 10.4 – Eliminated reopener language.
- 10.4 – Deleted: “... however, as the needs of the department come first, management reserves the right to make the final decision.”

**Article 11 – Hours of Work**

- 11.1 – Added language requiring 14 days’ notice for a regular schedule change, except where extraordinary circumstances exist, and where the employee and management agree to a deviation from normally scheduled hours.
- 11.2 – Eliminated the 28-day work period and 11 hour, 25 minute shift. Added language limiting regular schedules as follows, and added mutual waiver verbiage:
  - No employee shall be required to work more than ten (10) consecutive weekends (Saturday and Sunday)
  - No employee assigned as a Deputy District Commander shall be required to work nights (any work schedule starting on or after 3:00 PM) for more than one year (365 days) straight.
- NEW 11.2.E. – “Administrative schedules shall be set by the member’s immediate supervisor.”
- 11.4 – Replaced “Lunch hours” with “Meal periods.”

**Article 12 – Sick Leave**

- 12.1 – Added/deleted: “Employees who are not participating in PTO under Article 30 will shall ....”
- 12.15 – Added: In the event of an in-line-of-duty death of a unit member, payment for all unused sick leave that is not applied to service credit to reach retirement eligibility will be made to the unit member’s designated beneficiary, at the rate of pay the unit member was earning at the time of death.

**Article 14 – Jury Duty/Court Appearance** – Replaced ‘court appearance’ with ‘legal proceeding’ throughout.

**Article 16 – Hospitalization and Life Insurance**

- 16.2 – Deleted paragraph referring to part time employees and renumbered paragraphs throughout.
- 16.4 – Deleted reopener language.
- 16.5 – Changed dates to reflect term of agreement.

**Article 17 – Tuition Reimbursement Program** – 17.1: Added “and Human Resources Procedure B-1 which was revised on 5/4/14.”

**Article 18 – Miscellaneous Employee Benefits**

- 18.1 – Changed dates to reflect term of agreement.
- 18.9 – Delete special duty/assignment pay paragraph.

**Article 19 – Layoff** – 19.1 – Added the underlined: “In the case of personnel reductions, the employees with the least rank seniority shall be laid off first. No new employee shall be hired or promoted to the rank of Lieutenant until the laid-off employee has been given the opportunity to return to work”.

**Article 22 – Workers’ Compensation** – 22.2 – Added clarification “as defined in Chapter 440, Florida Statutes.”

**Article 27 – Wages**

- 27.1.A. – Added language providing for merit increases equal to 2% of the mid-point of the Lieutenant pay range.
- 27.1.B. – Added language providing for tiered merit increases, which vary depending on the employee’s status (Probationary, Regular/not earning Longevity, Regular/earning Longevity).

<b>2017-2018 Contract Year</b>		
<b>Status as of January 1, 2018</b>	<b>Increase to Hourly Base Rate (Annualized), Limited by Pay Range Max</b>	<b>Effective Date of Increase</b>
Probationary Status	N/A	January 1, 2018
Regular Status, not earning Longevity	\$0.4207/hour (\$875/year)	
Regular Status, earning Longevity	\$0.1803/hour (\$375/year)	

<b>2018-2019 Contract Year</b>		
<b>Status as of January 14, 2019</b>	<b>Increase to Hourly Base Rate (Annualized), Limited by Pay Range Max</b>	<b>Effective Date of Increase</b>
Probationary Status	N/A	January 14, 2019
Regular Status, not earning Longevity	\$0.5649/hour (\$1,175/year)	
Regular Status, earning Longevity	\$0.1082/hour (\$225/year)	

<b>2019-2020 Contract Year</b>		
<b>Status as of January 13, 2020</b>	<b>Increase to Hourly Base Rate (Annualized), Limited by Pay Range Max</b>	<b>Effective Date of Increase</b>
Probationary Status	N/A	January 13, 2020
Regular Status, not earning Longevity	\$0.5649/hour (\$1,175/year)	

Regular Status, earning	\$0.0841/hour	
Longevity	(\$175/year)	

- 27.2. – Added language providing for one-time lump sum payment of \$1,200, to be paid upon ratification.
- 27.3.G. – Deleted Executive Officer Assignment paragraph.

**Article 29 - Pensions**

- 29.3 New Paragraph: ‘Share plan as provided in Sec. 2-608. - Supplemental retirement program for police officers.’

**Article 30 – Open Article** – Added new article – Paid Time Off Leave (PTO) System.

**Article 31 – Billable Services** – 31.6 Deleted paragraph – reopener language.

**Article 32 – Drug Testing**

- 32.1 Replaced: “discussing it” WITH “negotiations”

**Article 35 – Entire Agreement**

- 35.3 & 35.4 Updated effective date of agreement
- 35.5 Deleted paragraph