

**Changes to the Labor Agreement Between the City of Gainesville and
the Fraternal Order of Police, Gator Lodge 67
Effective October 1, 2010 – September 30, 2013**

These changes to the 2010 – 2013 Agreement have been reached through negotiations between the Fraternal Order of Police and the City of Gainesville, and were ratified by the Fraternal Order of Police on **May 23, 2013**. Where necessary, dates, policy references, and article reference numbers were changed throughout the entire Agreement.

Article 2 – Dues Deduction

- 2.1: Added “Gator Lodge 67, Inc.”
- 2.4: Added/deleted “It is understood and agreed by the parties to this Agreement that a fifty dollar (\$50.00) fee per payroll shall be deducted from the bi-weekly remittance to the FOP that the City will withhold seven cents (\$.07) per person per month of dues remittance to the FOP for the cost of administering dues deductions.”

Article 5 – FOP Representation, Activity and Bulletin Boards

- 5.7.A: Added/deleted “It is further provided that ~~two (2) weeks~~ as much notice as possible must be given in order to use pool time ~~to attend annual meetings.~~”
- 5.7.C: Added “The City shall donate 200 work hours to the FOP Time Pool each fiscal year to be used only in accordance with paragraph 5.11 and in conducting business for City of Gainesville FOP members.”
- 5.15: Added “... which contain anything political, controversial or anything adversely reflecting upon the City.” Added “Any violation of this Article by the Union, or its representatives, shall entitle the Chief of Police or his/her designated representative to remove the material from the bulletin boards. The Union President shall be advised of such action.”
- 5.16: Deleted “also known as the ‘Blue Book’.”

Article 6 – Grievance Procedure

6.2.D: Added “Fridays (Step Three Only).”

Article 8 – Discharge and Discipline

- 8.12: Elimination of obsolete language – 70 day timeframe for completing investigations.
- New 8.13: Added time limits tolling language.
- 8.14: Numbering changed to 8.15, and added “and, when practicable, the complaint will be made under oath.”

Article 9 – Vacations

9.4: Added “The City shall ensure that no member is unreasonably denied earned vacation.”

Article 10 – Holidays

- 10.1: Deleted/added “~~twelve (12)~~ nine (9)” and “~~10.1 this section (A. and B.),~~” and provided reopener language.
- 10.2: Added reopener language.
- 10.3: Deleted “(A) and (B)” and provided reopener language.
- 10.4.A: Added “unless subject to overtime rates as provided in Article 14 – Premium Pay,” and added option language allowing officer working holiday to elect double time for 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.
- Deleted old 10.4B, eliminating double time and a half and 14 day declaration requirement. Added reopener language.

Article 11 – Hours of Work

- 11.2.A: Renumbered to include new B and C; added 28 day work period for those in the Operations Bureau. Added “Shift pick will be done by rank and seniority.”
- 11.4: Added language providing for eleven hour, twenty-five minute work day (“Beginning with the first shift change following ratification”) for Operations personnel assigned to Patrol functions within the Operations Bureau; provided reopener language, and provided reverter clause.

Article 12 – Sick Leave

- 12.2.D: Added “certified or,” and “or registered.”
- 12.5: Deleted “section” and added “paragraph.”
- 12.10: Deleted “salary schedule” and added “pay plan.”
- 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.

Article 13 – Bereavement Leave

- 13.2: Added “certified or” for domestic partner throughout paragraph.
- 13.3: Deleted “salary schedule” and added “pay plan.”

Article 14 – Premium Pay

- 14.3.A: Added language providing that employees assigned to 28 day work period shall be paid overtime for work performed in excess of 160 hours. Renumbered to include new 14.3B.
- 14.3.B: Deleted section.
- 14.3.D: Changed “further” to “furtherance.”
- 14.7: Added “more than sixty (60) consecutive scheduled workdays,” deleted “a full shift,” and added “for each full shift thereafter.”
- 14.8.A.4: Deleted “Upon final ratification of this Agreement,” and changed “a” to “An.”

Article 15 – Special Duty/Assignments Pay

- 15.1: Updated specialty unit names to match current GPD units.
- New 15.4: Added helicopter pilot specialty pay language.

Article 16 – Longevity Pay

- 16.1: Deleted obsolete sections (1), (2), and (3), and renumbered remaining sections.
- 16.2: Added/deleted “... shall be the amount of ~~regular monthly~~ base pay as indicated on the applicable salary schedule Pay Plan as of the first full pay period in January and July of each year...”

Article 17 – Hospitalization and Life Insurance

- New 17.5: Added language providing for modified Retiree Insurance Benefit.

Article 19 – Miscellaneous Employee Benefits

- 19.1: Added language providing for retroactive payment on dry cleaning and clothing allowance payments missed. Added language eliminating one year of retroactive payment on leather allowance; added sunset verbiage.
- 19.2: Added/deleted “~~Occupational Health Nurse~~ Employee Health Services.”
- 19.6.A: Added “or certified/registered domestic partner.” Deleted definition of serious illness.
- 19.8: Added/deleted “~~Departmental-City;~~” deleted “in lieu of the stipend;” and added “Employees who utilize a personal or City-issued cell phone to conduct official City business have no reasonable expectation of privacy when doing so.”

Article 20 – Workers’ Compensation

20.2: Added/deleted “When an employee is absent due to a compensable injury as a result of responding to, during or returning from incidents 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 21 – Leave of Absence

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

Article 22 – Military Leave

- 22.1: Added “The City will grant a military leave of absence to any regular employee called to active military service or state active duty in accordance with applicable law.”
- 22.2: 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.”
- 22.3: Added “or state active duty.”

Article 23 – Job Vacancy-Probation-Promotion

- 23.1.A: Added “candidate profiles.”
- 23.1.B: Added language granting Chief discretion to hold annual promotional processes, and requiring all candidates to participate in any new process.
- 23.1.C: Deleted section.
- New 23.1.C: Added “Promotional candidate selection shall be made from an alphabetical list of candidates who have passed all components of the selection process.”
- 23.1.D: For Corporal, added “consecutive.” Deleted “Upon final ratification of this Agreement,” replaced “a” with “An.”
- 23.1.E: Deleted section.
- New 23.3: Added new Transfers section: “A designee or designees selected by the Chief of Police shall compile, summarize, and report to the Chief information relating to requests for transfers between bureaus. However, such designees shall have no decision making authority. Instead, the Chief shall have final authority on all transfers.”

Article 24 – Layoff

New 24.3: Added language providing for, at the City’s sole discretion, severance pay to employees who separate voluntarily or involuntarily.

Article 29 – Wages

- First year: No increases.
- Second year:

Rank	Increase*	Effective Date of Increase
Police Officer	\$1,000	January 9, 2012
Police Corporal	\$1,170	
Police Sergeant	\$1,300	

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

- Third year:

Rank	Increase**	Effective Date of Increase
Police Officer	\$1,020	January 7, 2013
Police Corporal	\$1,190	
Police Sergeant	\$1,320	

**Unless range movement is negotiated, the increases will be limited to range maximum, with anything in excess being paid as a lump sum.

- Employees in the DROP shall receive lump sum payments equivalent to the amounts listed above, for their respective rank.

Article 32 – K-9 Personnel

- 32.1: Modified language to change default work period from seven days, to 14 days. Added “The canine officers assigned outside of operations will be given one (1) day attributed to canine care per pay period. The canine officers assigned outside of operations are not subject to the above schedule.”
- 32.2: Added “Commuting time is not compensated.”
- 32.3: Added/deleted “~~incidentals~~ necessary equipment and materials.”

Article 33 – Pensions (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.

New Article 34 – Billable Services

- 34.2: Added language providing that those working an Officer or Corporal slot shall be paid their time and a half rate, to a maximum of \$39.54/hour, subject to audit and reopener. Added language providing that those working a supervisory slot shall be paid their time and a half rate. Added language establishing the vendor rate at \$53.50/hour, subject to audit and reopener.
- 34.3: Added language allowing the City to negotiate a different vendor rate with special vendors.
- 34.4: Added language eliminating Billable Services hours from counting in the computation of overtime.
- 34.5: Added language clarifying that Billable Services hours shall “not count as hours worked for the purpose of computing overtime in Article 14.”

Article 34 – Entire Agreement

Renumbered to Article 35.