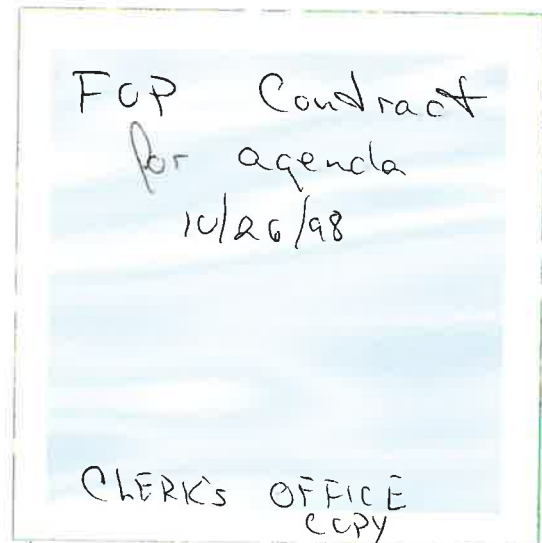


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AGREEMENT BETWEEN THE  
CITY OF GAINESVILLE  
AND  
FLORIDA STATE LODGE, FRATERNAL ORDER  
OF POLICE  
BARGAINING UNIT  
POLICE SERGEANT, POLICE CORPORAL AND  
POLICE OFFICER



EFFECTIVE  
OCTOBER 1, 1998 - SEPTEMBER 30, 2001

**FRATERNAL ORDER OF POLICE (FOP)**  
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**PREAMBLE**

THIS AGREEMENT, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 1998,  
between the City of Gainesville, hereinafter referred to as the "Employer" or "City" and  
the Florida State Lodge, Fraternal Order of Police hereinafter referred to as the "FOP".

It is the intention of the parties to this Agreement to set forth the entire  
Agreement of the parties with respect to wages, hours, terms and conditions of  
employment for the employees covered by this Agreement. This Agreement has as its  
purpose the promotion and continuance of harmonious relationships between the City  
and the FOP.

1 **ARTICLE 1**

2 **FOP RECOGNITION**

3 1.1 ~~The City recognizes the Florida State Lodge, Fraternal Order of Police (FOP) as~~  
4 the exclusive collective bargaining agent of all sworn personnel of the City of  
5 Gainesville Police Department in the classifications of: Police Officer, Police  
6 Corporal and Police Sergeant, as described in PERC Case Number RC-93-060  
7 dated February 8, 1994. Excluded from this bargaining unit are budget staff,  
8 polygraph operators, Sergeant/Personnel Officer, Internal Affairs investigators  
9 and all other employees of the City of Gainesville.  
10

11 **ARTICLE 2**

12 **DUES DEDUCTION**

13 2.1 Within thirty (30) days from the effective date of this Agreement and upon receipt  
14 of a stipulated, lawfully executed, written authorization from an employee  
15 covered by this Agreement, the City agrees to deduct on a bi-weekly basis  
16 amounts as certified to the Employer by the Treasurer of the Fraternal Order of  
17 Police, and to remit the aggregate deductions so authorized together with an  
18 itemized statement to the Treasurer. Dues deduction authorizations submitted  
19 after the above date will be remitted within thirty (30) days from the date of the  
20 deduction on a monthly basis. Changes in FOP membership dues will be  
21 similarly certified to the City in writing and shall be done at least thirty (30) days  
22 prior to the effective date of such change. This dues authorization may be  
23 revoked by the employee upon thirty (30) days written notice to the City and to  
24 the FOP.

25 2.2 No deduction shall be made from the pay of any employee for any payroll period  
26 in which employee's net earnings for that payroll period, after other deductions,  
27 are less than the amount of dues to be deducted.

1 2.3 The FOP agrees to indemnify, defend and hold the City harmless against any  
2 and all claims, suits, orders or judgments brought or issued against the City as a  
3 ~~result of any action taken or not taken by the City under the provisions of this~~  
4 Article.

5 2.4 It is understood and agreed that the City will withhold seven cents (\$.07) per  
6 person per month of dues remittance to the FOP for the cost of administering  
7 dues deductions. Based on the above withholding, the City will furnish the FOP  
8 with a list of employees who are eligible for membership in the FOP. This list will  
9 be furnished upon written request from the FOP Chair.  
10

### 11 ARTICLE 3

#### 12 PROHIBITION OF STRIKES

13 3.1 The FOP and its members agree they shall have no right to strike. Strike means  
14 the concerted stoppage of work, the concerted absence of employees from their  
15 positions, the concerted failure to report for duty, the concerted submission of  
16 resignations, the concerted abstinence in whole or in part of any group of  
17 employees from the full and faithful performance of their duties of employment  
18 with the City of Gainesville, the Employer, for the purpose of inducing,  
19 influencing, condoning or coercing a change in the obligations, terms or  
20 conditions of their employment. The FOP and its members further agree they  
21 shall have no right to participate in a deliberate and concerted course of conduct  
22 which adversely affects the services of the Employer, including the failure to  
23 work overtime, the concerted failure to report for work after the expiration of a  
24 collective bargaining agreement and picketing in furtherance of a work stoppage  
25 or refusing to cross a picket line. Any violation of this section shall subject the  
26 violator(s) to the penalties as provided by law and to the rules and regulations of  
27 the Employer.

1 3.2 Any employee covered by this Agreement who participates in, is a party thereto,  
2 or promotes any of the above actions as outlined in Section 3.1 or other similar  
3 forms of interference with the operations or functions of the City, shall be subject  
4 to disciplinary action up to and including discharge. The only question that shall  
5 be raised in any proceedings, judicial or otherwise, contesting such action, is  
6 whether any provision as outlined in Section 3.1 was violated by the employee to  
7 be disciplined or discharged. Employees shall not be entitled to any benefits or  
8 wages whatsoever while they are engaged in strike activities, or other  
9 interruptions of work. Any employee discharged in accordance with this Article  
10 or applicable provisions of the State of Florida Employees Collective bargaining  
11 Statute shall, if appointed, reappointed, employed or re-employed by the City,  
12 serve a six (6) month probationary period following the reappointment or  
13 reemployment, and the compensation may in no event exceed that received  
14 immediately prior to the time of the violation and the compensation may not be  
15 increased for one (1) year.

16 3.3 In the event of a strike as defined in Section 3.1, the FOP, after determining such  
17 individuals are FOP members, shall immediately, within 24 hours, verbally where  
18 possible, and in writing, order such employees to return to work; copy of such  
19 order to be provided to the City within twenty-four (24) hours. This Article is not  
20 subject to the arbitration provisions of this Agreement but shall be enforced by  
21 the ordinary processes of law.  
22

## 23 ARTICLE 4

### 24 MANAGEMENT RIGHTS

25 4.1 It is the right of the Employer to determine unilaterally the purpose of each of its  
26 constituent agencies, set standards of services to be offered to the public and  
27 exercise control and discretion over its organization and operations.

1 4.2 In addition, the FOP recognizes the sole and exclusive rights, powers and  
2 authority of the Employer further include, but are not limited to, the following: to  
3 direct and manage employees of the City; to hire, promote, transfer, schedule,  
4 assign and retain employees, to suspend, demote, discharge or take other  
5 disciplinary action against employees for just cause; to relieve employees from  
6 duty because of lack of work, funds, or other legitimate reasons; to maintain the  
7 efficiency of its operations including the right to contract and subcontract existing  
8 and future work; to determine the duties to be included in job classifications and  
9 the numbers, types and grades of positions or employees assigned to an  
10 organizational unit, department or project; to assign overtime and to determine  
11 the amount of overtime required; to control and regulate the use of all its  
12 equipment and property; to establish and require employees to observe all its  
13 rules and regulations, to conduct performance evaluations; and to determine  
14 internal security practices. The Employer agrees that, prior to substantial  
15 permanent lay-off of FOP bargaining unit members, it will discuss such with the  
16 FOP.

17 4.3 If, in the sole discretion of the City Manager/Designee, it is determined that civil  
18 emergency conditions exist, including, but not limited to, riots, civil disorders,  
19 severe weather conditions (or similar catastrophe), the provisions of this  
20 Agreement may be suspended by the City Manager/designee during the time of  
21 the declared emergency, provided that wage rates and monetary fringe benefits  
22 shall not be suspended. Should an emergency arise, the FOP shall be advised  
23 as soon as possible of the nature of the emergency.

24 4.4 Prior to appointing non-sworn personnel to supervise sworn personnel in a line  
25 function, i.e., patrol or detective division, the City will meet and confer with the  
26 FOP.

1 **ARTICLE 5**

2 **FOP REPRESENTATION, ACTIVITY AND BULLETIN BOARDS**

3 5.1 ~~The FOP shall have the right to select employees from those covered by this~~  
4 Agreement to act as FOP representatives. A written list of the FOP  
5 representatives shall be forwarded to the City's Human Resources Director prior  
6 to the effective date of their assuming office. The FOP shall notify the City's  
7 Human Resources Director promptly of any change(s) of such representatives.  
8 No FOP representative will perform any FOP work unless the above has been  
9 complied with.

10 5.2 An FOP representative may, with proper authorization by the Chief of Police or  
11 designee, which will not be unduly withheld, be admitted to the property of the  
12 Employer. The representative, as designated above, shall be able to talk with  
13 employees before or after regular working hours or during lunch hours of said  
14 employees on Employer property in areas designated by the Employer.

15 5.3 FOP representatives must be employees in the bargaining unit who have  
16 satisfactorily completed their probationary period.

17 5.4 The FOP recognizes that its representatives are not entitled to any special  
18 benefits or treatment because of their role, nor shall representatives be  
19 discriminated against for the proper and legitimate FOP activity in which they  
20 engage.

21 5.5 While on a medical leave of absence without pay, while on sick leave, or while  
22 receiving Workers' Compensation payments, employees shall not function as  
23 FOP representatives.

24 5.6 The investigation, handling or adjustment of grievances shall be conducted by  
25 employees and/or FOP representatives during non-working hours.  
26 Management, at its discretion, may conduct a grievance hearing, at any step of  
27 the grievance procedure, during working hours. FOP representatives shall not  
28 exceed twelve (12) in number.

1 5.7 The FOP shall supply to the Chief of Police and keep a current list of all FOP  
2 officers and representatives. Up to three (3) employees in any one (1) instance  
3 ~~who are members of the FOP may be granted time off by the Chief of Police or~~  
4 designee to attend FOP business without loss of straight time pay or benefits by  
5 using pool time, provided:

6 A. A written request for use of FOP Pool Time is submitted to the employee's  
7 supervisor in advance of time off. It is further provided that two (2) weeks  
8 notice must be given in order to use pool time to attend annual meetings.

9 B. The Chief of Police shall have the right to restrict the number of persons  
10 off for FOP time to a single individual when an emergency condition exists  
11 or staffing on shift is such that time off from work would create a clear and  
12 present danger to public safety. This provision authorizes the Chief of  
13 Police not only to refuse FOP Pool Time, but to revoke previously  
14 authorized time off for FOP business, except for a single individual, when  
15 an emergency condition exists and/or such time off from regular  
16 assignments would create a clear and present danger to public safety.

17 C. The City shall donate 200 work hours to the FOP Time Pool each fiscal  
18 year. These hours shall not carry over from one year to the next.

19 5.8 It shall be the FOP's responsibility to supply to the City an FOP Time Pool  
20 Authorization form which includes the name of the employee and the hours of  
21 vacation time donated by the employee to the pool on a form supplied by the  
22 City. The form must be signed by the employee donating time. Time donations  
23 may be made each April 1 and October 1 and shall be in increments of not less  
24 than three (3) hours nor more than forty-eight (48) hours. Time pool hours may  
25 be drawn upon at the discretion of the FOP in increments of at least one (1)  
26 hour.

27 5.9 Charges against the FOP Business Time Pool shall only be made when  
28 approved by the Chair or Vice Chair of the FOP. If the FOP Time Pool shall

become depleted, anyone engaging in FOP activities during his/her working hours shall do so without pay, unless otherwise provided in this Agreement.

5.10 A record of all time donated and drawn against the above pool shall be kept by the Police Department and the FOP. The FOP shall indemnify, defend and hold the City harmless against any and all claims made and against any suits instituted against the City on account of the City complying with any of the provisions of this Article.

5.11 An FOP representative shall be granted pool time to attend public budget hearings or resolution of impasse hearings before the City Commission and State Board meetings of the Fraternal Order of Police.

5.12 Any employee-donated hours will be used before City-donated hours and may be carried over from year to year.

5.13 The FOP may, at its own expense, place one bulletin board at a mutually agreed upon location, not to exceed approximately four feet (4') by three feet (3') in size for the following notices only:

- A. FOP literature;
- B. Notices of FOP meetings;
- C. FOP elections;
- D. Reports of FOP Committees;
- E. Recreational and social affairs of the FOP;
- F. Notices by Public bodies; and
- G. Other written material which first has been approved prior to posting.

5.14 Prior to posting, copies of all material described in Section 5.12 shall be signed by an elected officer of the FOP and submitted to the Human Resources Director or designee for his/her signature. Any materials posted which are not in conformance to this Article may be removed at the discretion of the City.

5.15 No material, notices or announcements shall be posted which contain anything political or controversial, or anything reflecting upon the City, any of its

employees, or any labor organization among its employees. No materials, notices or announcements which violate the provisions of this Article shall be posted.

5.16 It is acknowledged by the Union that the purpose of the Information Book used at roll call is to conduct City business, however, at the sole discretion of the Chief of Police or his/her designee, the FOP may include information of interest to the general membership, as defined in 5.12 above, in this Information Book also known as the "Blue Book" with the understanding that the definition of acceptable information in 5.12(G) may be different from that which is acceptable for posting on the FOP bulletin board. Such information shall be limited to one (1) page.

## ARTICLE 6

### GRIEVANCE PROCEDURE

6.1 A grievance is defined as a claim reasonably and suitably founded concerning the alleged violation of the interpretation and application of the express provisions of this Agreement. Any grievance filed shall systematically follow the grievance procedure as outlined herein and shall adequately set forth the facts pertaining to the alleged violation.

6.2 Rules for Grievance Processing:

It is agreed:

A. A grievance must be brought forward within ten (10) days after the employee, through use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance.

B. Time limit at any stage of the grievance procedure may be extended by the written mutual agreement of the parties involved at that step.

C. A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn and as having been settled on

the basis of the decision most recently given. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the employee to proceed to the next step.

D. In computing time limits under this Article, Holidays shall not be counted. Saturdays and Sundays shall be counted unless the final day (day 10) falls on a Saturday or Sunday, then the time limit shall move forward to the following Monday.

E. In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to ten (10) days prior to the date of the filing of the grievance.

F. When a grievance is reduced to writing, there shall be set forth in the space provided on the grievance form provided by the Employer, all of the following:

(1) A complete statement of the grievance and facts upon which it is based.

(2) The section or sections of this Agreement claimed to have been violated; and

(3) The remedy or correction requested.

G. An employee, upon request, shall be entitled to FOP representation in accordance with the provisions of this Agreement at each and every step of the grievance procedure set forth in this Agreement. This shall not be construed as requiring the FOP to represent a non-member.

H. Employees will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein nor shall compliance affect the ultimate resolution of the grievance. No

1 employee or groups of employees may refuse to follow directions pending  
2 the outcome of a grievance.

3 ~~I. The City agrees that the FOP State Representative of record will be~~  
4 ~~furnished with a copy of each grievance filed by an employee within the~~  
5 ~~bargaining unit. Violation of this section 6.2(l) is subject to the grievance~~  
6 ~~procedure, but only through Step 3.~~

7 6.3 Steps in the Grievance Process:

8 STEP ONE: An employee who has a grievance may, with or without FOP  
9 representation, submit it in writing to the Division  
10 Commander (Lieutenant or Captain as the case may be).  
11 The Division Commander shall hold a meeting within ten  
12 (10) days of receipt of the grievance and give a written  
13 response to the employee within ten (10) days after holding  
14 such meeting. The aggrieved employee, upon his/her  
15 request, may be accompanied at this meeting by the FOP  
16 representative. A grievance which involves a disciplinary  
17 action authorized by the Chief may be appealed directly to  
18 the second step of the grievance procedure.

19 STEP TWO: If the Grievance is not settled at Step 1, the aggrieved  
20 employee or the FOP may submit a written appeal to the  
21 Chief of Police within ten (10) days after the Step 1 answer  
22 was due and shall be signed by the employee. The Chief of  
23 Police or designee shall hold a meeting within ten (10) days  
24 of receipt of the request and give a written response to the  
25 employee and the FOP within ten (10) days after holding  
26 such meeting.

27 STEP THREE: If the appeal is not settled at Step 2, the aggrieved  
28 employee or the FOP may submit a written appeal to the

1 City Manager within ten (10) days after the Step 2 answer  
2 was due and shall be signed by the employee and the FOP  
3 representative. The City Manager or designee shall hold a  
4 meeting within ten (10) days of receipt of the request and  
5 give a written response to the employee and the FOP within  
6 ten (10) days after holding such meeting.

7 6.4 If the grievance is not settled in accordance with the foregoing procedure, the  
8 aggrieved employee or the FOP, as the case may be, may request arbitration by  
9 serving written notice of intent to appeal on the office of the City Manager and  
10 the Human Resources Director no later than ten (10) days after receipt of the  
11 City's response in Step 3 together with a written statement of the specific  
12 provision(s) of this Agreement at issue. If the grievance is not appealed to  
13 arbitration within said ten (10) days, the City's Step 3 answer shall be final and  
14 binding upon the aggrieved employee or the FOP, as the case may be.

15 6.5 Within ten (10) days after receipt of the appeal to arbitration, the parties shall  
16 jointly request the Federal Mediation and Conciliation Service (FMCS), the sole  
17 function of FMCS being to assist in the selection of the arbitrator, to furnish a  
18 panel of five (5) impartial arbitrators particularly skilled in matters involving local  
19 government employee relations. Both the City and the FOP shall have the right  
20 to strike two (2) names from the panel. Within ten (10) days after receipt of the  
21 list, the parties shall meet and alternately cross out names on the list. Lot  
22 chance shall determine who shall cross out first. The remaining person shall be  
23 the arbitrator. FMCS shall be notified of the selection, following instructions on  
24 the FMCS form, within ten (10) days of the selection being made. The arbitrator  
25 shall be notified of his/her selection, following instructions from FMCS, within ten  
26 (10) days of receiving those instructions by a joint letter from the City and the  
27 FOP requesting that he/she set a time and place, subject to the availability of the  
28 City and FOP representatives.

1 6.6 The arbitration shall be conducted under the rules set forth in this Agreement,  
2 not under the Rules of the FMCS. The arbitrator shall have no authority to  
3 modify, amend, ignore, add to, subtract from or otherwise alter or supplement  
4 this Agreement or any part thereof or any amendment thereto. The arbitrator  
5 shall consider and decide only the specific issue(s) submitted to him/her in  
6 writing by the City and the FOP and shall have no authority to consider or rule  
7 upon any matter which is stated in this Agreement not to be subject to the  
8 arbitration, which is not a grievance as defined in Section 6.1, or which is not  
9 specifically covered by this Agreement. The arbitrator may not issue declaratory  
10 or advisory opinions and shall be confined exclusively to the question which is  
11 presented to him/her, which question must be actual and existing. The arbitrator  
12 shall submit in writing his/her decision within thirty (30) days following the close  
13 of the hearing or the submission of briefs by the parties, whichever is later,  
14 provided that the parties may mutually agree in writing to extend said limitation.  
15 Consistent with this section, the decision of the arbitrator shall be final and  
16 binding.

17 6.7 The expense of arbitration, including the cost of the arbitration panel from FMCS  
18 and the compensation expenses of the arbitrator, shall be shared equally by the  
19 parties to the arbitration.

20 6.8 Each party shall be responsible for the expense or expenses of any witness or  
21 witnesses it calls.

22 6.9 The cost of any transcript shall be borne solely by the party requesting it.  
23

## 24 **ARTICLE 7**

### 25 **NON-DISCRIMINATION**

26 7.1 Employees of the City shall have the right to form, join and participate in, or to  
27 refrain from forming, joining and participating in any employee organization of  
28 their own choosing. No employee shall be intimidated, restrained, coerced or

discriminated against by either the City or the FOP because of the exercise of these rights.

7.2 The City and the FOP shall apply the provisions of this Agreement equally to all employees without discrimination because of age, sex, race, color, religion, national origin, political affiliation, disability, marital status or membership or non-membership in the FOP as required by applicable federal or state law; including any obligations to reasonably accommodate a disability under the ADA. Any grievances concerning this paragraph shall be handled in the grievance procedure only through the third step and shall not be processed through arbitration.

7.3 The use of masculine or feminine gender in this Agreement shall be construed as including both genders.

## ARTICLE 8

### DISCHARGE AND DISCIPLINE

8.1 A permanent employee may be disciplined or discharged only for just cause and in a fair, impartial and consistent manner as established by the City. It is understood by the parties that employees are subject to all Rules and Regulations of the City and of the Gainesville Police Department. It is further agreed that the failure of a newly hired employee to comply with the educational contract may be just cause for termination.

8.2 Any written warnings (counseling forms, IOC's), written instructions and cautionings (employee notice) or disciplinary actions involving discharge, demotion, probation and suspension shall be furnished to the employee outlining the reason for the reprimand. The employee shall be requested to sign the statement; however, signature does not imply agreement, only knowledge and receipt of such reprimand. If the employee refuses to sign, this refusal shall be noted and placed in the employee's personnel file. Whenever possible, the City

1 will make every effort to reprimand an employee in a private manner so as to  
2 avoid embarrassing the employee. Employee notices imposing written  
3 instruction and cautioning and disciplinary actions involving discharge, demotion,  
4 probation and suspension should, except as provided herein, be issued within  
5 thirty (30) days from the time the Chief of Police knows with reasonable certainty  
6 that causes for such actions exist. This limitation shall not apply if the Chief of  
7 Police determines that extenuating circumstances exist.

8 8.3 Disciplinary actions involving discharge, demotion and suspensions with loss of  
9 pay are subject to the grievance provisions of this Agreement. Employee  
10 Notices (Written instructions and cautionings) are subject to the grievance  
11 provisions of this Agreement.

12 8.4 Written warnings(counseling forms, IOC's) or verbal warnings are not subject to  
13 the grievance provisions of this Agreement. Such warnings are not to be  
14 considered "first offenses" for purposes of progressive discipline.

15 8.5 Any discharged employee who has completed his/her probationary period shall  
16 have the right to appeal said discharge directly to the third step of the grievance  
17 procedure provided such appeal is made within ten (10) days from the effective  
18 date of such action, computed in accordance with Section 6.2(D).

19 8.6 The discharge, discipline, demotion, layoff or suspension of probationary  
20 employees on initial hire or rehire shall not be subject to the grievance procedure  
21 of this Agreement.

22 8.7 An officer shall not be required to respond in writing to an anonymous complaint  
23 of a non-criminal nature concerning an officer's alleged conduct toward a citizen,  
24 which complaint is made solely by the citizen in question and shall be  
25 investigated on a verbal basis unless and until some corroborating evidence is  
26 obtained.

27 8.8 When imposing incremental discipline, the Chief will not:

(1) Use prior infractions of the same rule that have occurred more than two years from the date of the current violation under consideration:

(2) Use any verbal or written warning involving the same rule that occurred more than one year from the date of the current violation under consideration.

However, the above 8.8 (1) & (2) may be considered as a part of the overall disciplinary record when used as justification for discharge.

8.9 An employee, upon request, shall be entitled to FOP representation at disciplinary interviews or conferences in accordance with law.

8.10 There shall be only one official personnel file for each employee and it 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/her views regarding such action placed in the file. An employee will have the right to review his/her own official personnel file at reasonable times under proper supervision.

#### 8.11 RIGHTS OF LAW ENFORCEMENT OFFICERS WHILE UNDER INVESTIGATION:

Whenever a law enforcement officer is under investigation and subject to interrogation by members of his/her agency for any reason which could lead to disciplinary action, demotion or dismissal, such interrogation shall be conducted under the following conditions:

A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

B. The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct or police unit in

1 which the incident allegedly occurred, as designated by the investigating  
2 officer or agency.

3 C. The law enforcement officer under investigation shall be informed of the  
4 rank, name and command of the officer in charge of the investigation, the  
5 interrogating officer and all persons present during the interrogation. All  
6 questions directed to the officer under interrogation shall be asked by and  
7 through one interrogator at any one time.

8 D. The law enforcement officer under investigation shall be informed of the  
9 nature of the investigation prior to any interrogation and he/she shall be  
10 informed of the name of all complainants.

11 E. Interrogating sessions shall be for reasonable periods and shall be timed  
12 to allow for such personal necessities and rest periods as are reasonably  
13 necessary.

14 F. The law enforcement officer under interrogation shall not be subjected to  
15 offensive language or be threatened with transfer, dismissal or disciplinary  
16 action. No promise or reward shall be made as an inducement to answer  
17 any questions.

18 G. The formal interrogation of a law enforcement officer, including all recess  
19 periods, shall be recorded and there shall be no unrecorded questions or  
20 statements.

21 H. If the law enforcement officer under interrogation is under arrest or is likely  
22 to be placed under arrest as a result of the interrogation, he/she shall be  
23 completely informed of all his/her rights prior to the commencement of the  
24 interrogation.

25 I. At the request of any law enforcement officer under investigation, he/she  
26 shall have the right to be represented by counsel or any other  
27 representative of his/her choice, who shall be present at all times during

such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service.

8.12 A. The provision contained above in 8.8 shall remain in the contract so long as these provisions remain effective State Law (F.S.S. Chapter 112.532).

B. Any action by the City deemed by an employee to be in violation of 8.8 may be processed as a grievance through Step 3 of the Grievance Procedure.

C. Disputes which remain unsettled after Step 3 may be taken only to an appropriate court of law for resolution and are specifically excluded from arbitration.

8.13 I.A. investigations for violations of offenses determined by the Department to be minor, should be completed within 60 days from the issuance of notice of allegation of misconduct to the member determined to be the subject of an IA investigation. At the end of 60 days, if the investigation is not completed for reasonable grounds, the individual under investigation is to be notified with the reason for extension. Extensions of minor investigations may be extended an additional 60 days after such notification.

8.14 I.A. investigations for violations of offenses determined by the Department to be major, should be completed within 90 days from the issuance of notice of allegation of misconduct to the member determined to be the subject of an IA investigation. At the end of 90 days, if the investigation is not completed for reasonable grounds, the individual under investigation is to be notified with the reason for extension. Extensions of major investigations may be extended an additional 90 days after such notification.

8.15 The Chief of Police may determine that an Internal Investigation would be compromised by notification of either an allegation of misconduct or reasons for extending an investigation, in either case, time limits identified in 8.13/8.14 shall not be applicable.

- 1 8.16 When an allegation of employee misconduct is made against a non probationary  
2 bargaining unit member, the City will ensure the allegation is reduced to writing.  
3 If the allegation of employee misconduct is criminal in nature, the complaint will  
4 be under oath.
- 5 8.17 In an effort to provide an intermediate disciplinary action step between written  
6 instruction and cautioning and actual suspension of an employee (where that  
7 employee suffers a loss of pay), at the sole discretion of the Chief of Police  
8 he/she may impose the forfeiture of vacation leave time in lieu of suspension  
9 without pay.  
10

## 11 ARTICLE 9

### 12 VACATIONS

- 13 9.1 Permanent and probationary full-time employees covered by this Agreement  
14 shall accrue vacation leave based on their date of permanent employment and  
15 shall be limited to the following schedule:  
16

17 <u>Years of:</u>	18 <u>Time Accrued</u>
19 <u>Continued Service</u>	
20 1 to 5 years	80 hours per year
21 (1 month thru 59 months)	
22 5 to 10 years	96 hours per year
23 (60 months thru 119 months)	
24 10 to 15 years	120 hours per year
25 (120 months thru 179 months)	
26 15 to 20 years	136 hours per year
27 (180 months thru 239 months)	
28	
29	
30	

1                   20 years to 25 years                   168 hours per year  
2                   (240 months thru 299 months)

3                   ~~25 years or more~~                   ~~176 hours per year~~  
4                   ~~(300 mos. or more)~~  
5

6   9.2   The maximum number of vacation hours that employees covered by this  
7           Agreement are allowed to have as of the anniversary of their adjusted service  
8           date are as follows:

<u>Years of Continuous Service</u>	<u>Maximum Hours</u>
1 to 5 years	180
over 5 years	240

12       Employees with vacation balances above the maximum allowed as of the  
13       anniversary of their adjusted service date shall have their balances reduced to  
14       the maximum allowed during the pay period in which the anniversary of their  
15       adjusted service date occurs. Any sick leave incentive time awarded will be  
16       added to the vacation balance after the maximum hours have been adjusted.

17   9.3   Vacation leave shall continue to accrue during periods of absence in which the  
18           employee is in pay status.

19   9.4   Paid vacation leave may not be taken during the initial six (6) months of  
20           employment or re-employment. After this initial six (6) months period, vacation  
21           leave may be taken with Chief of Police or equivalent approval and chargeable in  
22           quantities of not less than two (2) hours.

23   9.5   Should a holiday occur during an employee's vacation, that day shall be charged  
24           as a holiday.

25   9.6   Employees shall not be paid for vacation leave earned in lieu of taking a  
26           vacation, except as provided in 9.11.

27   9.7   Vacation leave shall not be granted in advance of being earned. If an employee  
28           has insufficient vacation leave credit to cover a vacation leave, the employee  
29           shall be in a no-pay status.

1 9.8 Employees who are transferred from one department to another shall have their  
2 vacation leave credits transferred with them.

3 9.9 Upon termination of employment, the employee shall be entitled to compensation  
4 for any earned but unused vacation leave to his/her credit at the time of  
5 termination at the employee's permanent straight time rate of pay. This does not  
6 apply to employees having less than six (6) months service. The employee's  
7 official termination date shall be the last day of active employment and shall not  
8 be extended due to payment for unused vacation time.

9 9.10 If an employee is called back to work during his/her vacation period, the  
10 employee shall be allowed to reschedule with special consideration any vacation  
11 time lost as a result of the call back.

12 9.11 On or about the employee's hire date or adjusted service date, employees  
13 covered by this Agreement shall be permitted to sell back up to seventy (70)  
14 hours of accrued vacation leave to the City at the employee's regular straight  
15 time hourly rate. No employee shall be permitted to sell back accrued vacation  
16 leave if he/she has less than eighty (80) hours of vacation leave. The employee  
17 shall not be permitted to sell back accrued vacation leave if selling back such  
18 time brings the employee's total time below eighty (80)hours.

## 20 ARTICLE 10

### 21 HOLIDAYS

22 10.1 The City observes the following paid holidays, but reserves the right to schedule  
23 work on these days. Permanent full time employees covered by this Agreement  
24 are entitled to twelve (12) paid holidays as listed in this section (A. and B.) and  
25 10.2:  
26

A.	New Year's Day	January 01
	Martin L. King, Jr.'s Birthday	Observance Date
	Memorial Day	Last Monday in May
	Independence Day	July 04
	Labor Day	First Monday in September
	Veteran's Day	Observance Date
	Day after Thanksgiving	Friday after Thanksgiving
B.	Thanksgiving Day	Fourth Thursday in November
	Christmas Day	December 25

Holidays shall be observed on the observance date as established by the City, except for those employees who are scheduled to work on a Saturday or Sunday on which the actual holiday falls; they shall observe the actual date.

#### 10.2 Employee's Option Days

Three (3) Employee's Option Days as follows: The City agrees to provide three (3) non-cumulative employee's option days during the fiscal year to all employees covered by this Agreement who have achieved permanent status or who have completed the first six (6) months of an initial probationary period in a permanent position. These days must be taken as normal work days and must be taken during the fiscal year in which the employee became eligible, after

1 he/she attains eligibility, provided the days selected by the employee have prior  
2 Department Head or equivalent approval. Said days shall not be used for the  
3 purpose of overtime.

4 10.3 Whenever a holiday as listed section 10.1 (A) and (B) occurs on an employees  
5 scheduled day off and the employee does not work thereon, employees shall  
6 receive another day off with pay within the same fiscal year or within 120 days  
7 after said holiday, whichever is later. Hours compensated will match the  
8 scheduled holiday work hours of the employee.

9 10.4 A. Whenever a holiday as listed in Section 10.1 (A) occurs on an employee's  
10 regularly scheduled work day or the employee is required to work on a  
11 holiday on his/her scheduled day off, the employee shall receive straight  
12 time for the hours worked and receive another day off with pay, or the  
13 employee may elect to receive two times their permanent straight time  
14 pay for the hours worked with no day off. Unless the employee declares  
15 seven calendar days prior to the holiday that they want to receive two  
16 times their permanent straight time pay for the hours worked, they shall  
17 receive their straight time rate of pay and another day off. The day off  
18 shall be taken within the same fiscal year or within 120 days after said  
19 holiday, whichever is later. There shall be no pyramiding to this section in  
20 the computation of overtime.

21 B. Whenever a holiday as listed in section 10.1 (B) occurs on an employee's  
22 regularly scheduled work day or the employee is required to work on a  
23 holiday on his/her scheduled day off, the employee shall receive one and  
24 one half times their permanent straight rate of pay for hours worked and  
25 receive another day off with pay, or the employee may elect to receive two  
26 and one half times their permanent straight pay for the hours worked with  
27 no day off. Unless the employee declares fourteen (14) calendar days  
28 prior to the holiday that they want to receive two and one half times their

1 permanent straight pay for the hours worked, they shall receive one and  
2 one half times their straight time rate of pay and another day off. The day  
3 ~~off shall be taken within the same fiscal year. There shall be no~~  
4 pyramiding to this section in the computation of overtime.

5 10.5 Failure to report for work on a holiday after having been scheduled to work on  
6 such holiday shall be just cause for denial of holiday pay and may result in  
7 disciplinary action being taken.

8 10.6 Should a holiday occur during an employee's sickness, it shall be the option of  
9 the employee to be charged with a sick day or holiday if the sickness includes  
10 two or more consecutive workdays immediately preceding and/or following the  
11 holiday.

## 12 13 **ARTICLE 11**

### 14 **HOURS OF WORK AND OVERTIME PAYMENT**

15 11.1 The provisions of this Article are intended to provide a basis for determining the  
16 number of hours of work for which an employee shall be entitled to be paid at  
17 overtime rates and shall not be construed as a guarantee to such employee of  
18 any specified number of hours of work either per day or per week or as limiting  
19 the right of the City to fix the number of hours of work (including overtime) either  
20 per day or per week for such employee. The City has the authority to establish  
21 shifts and to use any method in establishing a shift as well as change, increase,  
22 decrease, initiate, restrict and cancel a shift in order to meet the needs of the  
23 department and to provide superior service to the community.

24 11.2 Beginning October 1, 1998, the work period may consist of a period of fourteen  
25 (14) consecutive days for any employees as determined by the Chief of Police.  
26 The work period for all employees covered by this agreement, and not otherwise  
27 designated by the Chief of Police, shall consist of a period of seven (7)  
28 consecutive days. For purposes of this Agreement, a shift means the time

during which an employee is on assigned duty. A shift for employees covered by this Agreement will be those prescribed by the Chief of Police or his/her authorized designee. If there is any change in the normal weekly work schedule of an employee, he/she will receive, when possible, one (1) week prior notification. If there is a change in the normal weekly work schedule of an employee due to a group shift change, the group shall receive at least two (2) weeks prior notification. Members who receive specialty pay may receive shorter notice due to circumstances, in which as much notice as reasonably practicable will be given.

11.3 A. All authorized and approved work performed in excess of eighty (80) hours in any fourteen (14) day work period for all employees assigned to said work period shall be paid at the overtime rate of one and one-half (1-1/2) times the employee's straight time hourly rate of pay as set forth in Exhibit 1.

B. All authorized and approved work performed in excess of forty (40) hours in any seven (7) day work period for all employees assigned to said work period shall be paid at the overtime rate of one and one-half (1-1/2) times the employee's straight time hourly rate of pay as set forth in Exhibit 1. Further, nothing herein shall require the payment of time and one-half (1-1/2) when an insubstantial amount of time is worked in excess of the normal work day. For the purpose of this Article, an insubstantial amount of time shall be considered any period of time less than seven (7) minutes.

11.4 Vacations, holidays and all other paid leaves, except sick leave, shall count as hours worked for the purpose of computing overtime. However, all above paid leave shall not count as hours worked for the purpose of computing overtime when the entire regularly scheduled workweek is charged as either vacation, holiday or any one type of paid leave or any combination of paid leave. All

1 vacation leave shall count as hours worked when an employee is required to  
2 work overtime.

3 ~~11.5 There shall be no duplication or pyramiding in the computation of overtime, call-~~  
4 ~~out pay or court pay and nothing in this Agreement shall be construed to require~~  
5 ~~the payment of overtime more than once for the same hours worked.~~

6 11.6 A. All employees in a position eligible for overtime are entitled to "call-out"  
7 pay if he/she is ordered to and does report with less than sixteen (16)  
8 hours notice. Such employee shall receive the overtime rate for all such  
9 unscheduled hours that he/she actually works, with a minimum guarantee  
10 of three (3) hours at such rate. Hours compensated for as call-out shall  
11 not count as hours worked for the purpose of computing overtime.

12 B. All employees in a position eligible for overtime are entitled to a minimum  
13 of two (2) hours of work adjustment time if he/she is ordered to and does  
14 report with more than sixteen (16) hours notice. Such time shall be taken  
15 within the work week or next available work week and may not be  
16 accumulated thereafter. It is understood that only hours compensated for  
17 shall be counted toward hours worked for the purpose of computing  
18 overtime. A grievance involving this subsection may only be grieved to  
19 the second step of the grievance procedure.

20 11.7 All overtime shall be authorized by the Chief of Police or other designated  
21 managerial employee(s), if such authority has been specifically delegated to  
22 him/her/them.

23 11.8 Upon prior approval by the appropriate managerial employee, an employee may  
24 agree with another employee, who is of equal classification, i.e., police  
25 officer/corporal for police officer/corporal, sergeant for sergeant, to work in place  
26 of said other employee during that employee's scheduled work assignment  
27 subject to the following restrictions:

1 A. No employee shall be permitted to have another employee substitute for  
2 him/her except for periods of short duration and, in no case, in excess of  
3 ~~two (2) consecutive work shifts. Further, the exchange of time shall not~~  
4 result in any employee working back-to-back shifts.

5 B. The City shall compensate the employee who was scheduled to work in  
6 the amount he/she would have earned had he/she worked and shall in no  
7 manner be liable for any wages for the hours worked by the substitute  
8 employee.

9 C. The hours worked by the substitute employee shall not be considered  
10 hours worked by or paid for to the substitute employee.

11 D. The exchange of time shall not cause the City overtime or premium pay or  
12 other inconvenience.

13 E. The exchange of time shall be because of the employee's desire or need  
14 to attend to personal matters and shall not be used for other outside  
15 employment activities.

16 F. The request for the exchange of time form will be signed by the  
17 appropriate parties in advance of the changed schedule.

18 G. An employee who has agreed to substitute for another employee and fails  
19 to report for the agreed duty assignment, will be subject to disciplinary  
20 action.

21 11.9 Employees assigned to mandatory standby status for one calendar week at a  
22 time will be paid \$100.00 for each such week of standby. If the mandatory  
23 standby is for less than one week, then the \$100 shall be prorated. Mandatory  
24 standby will normally be on a weekly basis.

25 11.10 Uniformed patrol positions (as distinguished from other elements, e.g., COPS,  
26 mounted unit, aviation, etc.) presently scheduled to normally work four shifts of  
27 approximately ten hours each per week will not have the 4/10 feature

1 substantially modified unless they are provided an opportunity to negotiate in  
2 accordance with Chapter 447, Florida Statutes, concerning the change.

3 ~~11.11 Employees assigned by their Department Head or his/her designee to work out-~~

4 of-class as a Lieutenant for a full shift shall be paid ten (10%) above their normal  
5 straight time rate of pay. Employees assigned by their Department Head or  
6 his/her designee to work out-of-class as a Sergeant for a full shift shall be paid  
7 five (5%) above their normal straight time rate of pay.

8 11.12 Lunch hours shall be paid as part of the scheduled work day for all sworn  
9 employees and shall not be substantially modified unless the union is provided  
10 the opportunity to negotiate in accordance with Chapter 447, Florida Statutes,  
11 concerning the change.

12  
13 **ARTICLE 12**

14 **SICK LEAVE**

15 12.1 Newly hired employees earn sick leave at the rate of forty-eight (48) hours  
16 annually until their second anniversary. After two (2) years of service employees  
17 will earn sick leave at the rate of seventy-two (72) hours annually. After four (4)  
18 years of service, employees will earn sick leave at the rate of ninety-six (96)  
19 hours annually.

20 12.2 Sick leave will be granted upon approval of the Department Head/designee for  
21 the following reasons:

22 A. For absence due to personal illness, injury or temporary disability. A  
23 doctor's statement is required for temporary disability indicating  
24 approximate length of absence due to disability.,

25 B. For personal medical and dental appointments.

26 C. For absence due to a compensable injury arising out of the course of City  
27 employment (employee may request the Department Head/designee to  
28 allow him/her to remain on full pay for the period which can be covered by

sick leave balance when pro rated with the amount being paid by Worker's Compensation).

D. An employee may use up to twelve (12) days of accrued sick leave or fifty percent (50%) of the employee's currently accrued sick leave, whichever is greater, for illness of a member of an employee's immediate family (defined as spouse, dependent child(ren), mother or father) living in the same domicile or dependent children not living in the same domicile. Management may require confirmation of the illness from the employee by furnishing a doctor's certificate, or any other means deemed appropriate. The city Manger/designee may waive these restrictions if he/she find special circumstances exist.

12.3 All employees are required to notify the designated supervisor on duty as early as possible. In the case of non-shift employees, no later than the starting of his/her scheduled workday and in the case of shift employees, no later than sixty (60) minutes prior to the starting of his/her scheduled workday, when he/she is unable to report for work because of illness or injury, giving the reason for absence. Employees failing to comply with this provision shall not be allowed to charge their absence to sick leave unless waived by the Department Head. All shift employees will notify the designated supervisor at least one (1) hour in advance of the intent to return to work following absence due to illness or injury of more than two (2) days. Sick leave will not be granted for any sickness, injury or disability arising from felony or a misdemeanor involving moral turpitude on the part of the employee. Sick leave will be charged only against employees regular workday and shall not be charged for absences on overtime or standby time. It shall be the mutual obligation of the City and the FOP to cooperate with each other in order to prevent abuse of sick leave.

12.4 A. An employee absent for three (3) or more consecutive workdays shall be required to report to Employee Health Services prior to returning to work

1 to verify that the employee is fit to work. An employee shall remain in sick  
2 leave status until he/she is release by Employee Health Services and  
3 reports to his/her work site. This provision may be waive temporarily by  
4 Management for employees returning to work anytime that Employee  
5 Health Services is not open, except in cases of injury in which this  
6 provision shall apply. Such absence shall require a doctor's written  
7 statement of diagnosis verifying the employee's illness or injury, which will  
8 be turned in to Employee Health Services, or a similar statement from the  
9 City's Occupational Health Nurse which will be turned in to the  
10 Department's Medical Record Custodian/designee, or sick leave will not  
11 be allowed.

12 B. A doctor's written statement of diagnosis verifying illness or injury of less  
13 than three (3) consecutive day(s) shall be required by the City in cases of  
14 frequent use of sick leave or when the pattern of sick leave usage  
15 indicates potential abuse of sick leave privileges. If this doctor's  
16 statement is to be required on a continual basis, the employee shall be so  
17 notified, in writing, prior to the imposition of such requirement. The  
18 duration of each such requirement shall not exceed one (1) year. A copy  
19 of such notice shall be placed in the employee's master personnel file.

20 C. The employee may be required by the appropriate Department Head, or  
21 his/her designee, to obtain a written statement of diagnosis verifying  
22 illness or injury from the City's doctor prior to returning to work. Expenses  
23 of obtaining a statement from the City's doctor shall be borne by the City.  
24 Expenses of a doctor other than the City's doctor, if any, resulting from  
25 verification of illness or injury, shall be the responsibility of the employee.

26 D. When a diagnosis and verification of illness or injury is required, the  
27 following shall apply: The doctor's written statement, will be turned in to  
28 Employee Health Services before the employee returns to works, which

1 statement shall detail the employee's illness, the treatment made and any  
2 restrictions on the employee's ability to perform all the duties normally  
3 ~~assigned to the employee's classification. Failure to provide such a~~  
4 statement shall preclude the use of sick leave and the employee returning  
5 to work. Excessive absenteeism due to illness an injury may result in  
6 discipline being imposed.

7 E. If the appropriate supervisor determines from personal observation that an  
8 employee reporting to duty may be too sick to work, he/she may be  
9 required to report to the City's doctor or nurse to determine whether the  
10 employee is fit to work.

11 F. In all cases where an employee is required to report to the City's doctor to  
12 obtain a written statement of diagnosis verifying illness or injury, the  
13 failure by the doctor to substantiate the employee's claim of illness or  
14 injury will preclude use of sick leave. In all cases where the employee is  
15 required to report to Employee Health Services, failure to do so will  
16 preclude the use of sick leave.

17 12.5 Sick leave may be charged in increments of less than two (2) hours with prior  
18 approval by the Department Head/designee. Sick leave shall not be granted in  
19 advance of being earned. Vacation leave may be used in lieu of sick leave,  
20 however, the employee shall be considered sick and not on vacation and the  
21 time used shall be treated as sick leave for all purposes. When an employee  
22 has insufficient sick leave credit to cover a period of absence, vacation leave will  
23 be used and, if none is available, the employee shall be in a no pay status.

24 This section pertains to unscheduled absences and is not intended to prevent  
25 advanced scheduling of vacation as outlined in Article 1, Section 11.4

26 12.6 Should a holiday occur during the employee's sickness, it shall be the option of  
27 the employee to be charged with a sick day or holiday if the sickness includes

two or more consecutive workdays immediately preceding and/or following the holiday.

12.7 Sick leave shall continue to accrue during the periods of absence in which the employee is in pay status.

12.8 Employees who are transferred from one department to another shall have their sick leave credits transferred with them.

12.9 Unused sick leave is forfeited upon termination from the City's service.

12.10 Employees taking sick leave shall be compensated at their straight time hourly rate of pay as set forth in Exhibit I (salary schedule) for the time off work.

12.11 The sick leave incentive award will be given by the City to employees who use little or no sick leave, or vacation in lieu of sick leave., during a period of one (1) year. Eligibility for the incentive award shall be based on:

1. Adjusted service date.
2. The amount of sick leave, or vacation in lieu of sick leave, used in the previous year of service.

12.12 The incentive award will be credited to an employee's accrued vacation leave and may be used as set forth in Article 9. The incentive award is computed on the following basis for each year of eligibility:

<u>Sick Leave, or Vacation in Lieu of Sick Leave, Used</u>	<u>Work Hours Awarded</u>
2 hrs or less	32
More than 2 thru 10	24
More than 10 thru 20	16
More than 20	None

12.13 Accumulated, unused sick leave appearing on the employee's record in the Human Resources Department may be converted to additional service credit for determining pension benefits. Each such day of unused sick leave shall be

converted to one (1) full day of additional employment of service credit, unless otherwise provided.

## **ARTICLE 13**

### **BEREAVEMENT LEAVE**

13.1 In the event of death in an employee's immediate family, he/she shall be granted bereavement leave with pay by the employee's Department Head up to a maximum of three (3) working days. The employee shall be required to furnish to management such information as may be requested to properly administer this Article. Leave granted in the event of death of a relative other than those in the immediate family shall be charged as vacation leave.

13.2 For the purpose of this Article, the following relationships shall be considered immediate family: father, mother, foster parent, brother, sister, spouse, son, daughter, current father-in-law, current mother-in-law, grandfather and grandmother. Step children and foster children living in the same domicile.

13.3 Employees taking bereavement leave shall be compensated at their straight time hourly rate of pay, as set forth in Exhibit 1 (salary schedule) for the time off work.

13.4 Permanent part-time employees are eligible to receive bereavement leave in the proportion that their workweek bears to a full-time workweek. A part-time employee whose average workweek over a four (4) week period is greater or less than their normal scheduled workweek shall have their accrual rate changed to reflect the higher or lower average workweek until it returns to normal.

13.5 Bereavement leave must be taken within five (5) days of the death or funeral.

## **ARTICLE 14**

### **COURT TIME**

14.1 Employees shall receive court pay in the following manner:

- 1           A.    When their court appearance begins while on duty and continues past the  
2                   end of the normal duty shift, or begins prior to the start of the normal duty  
3                   shift and continues into the normal duty shift, they will be permitted to  
4                   retain witness fees, including travel time, and shall be considered a  
5                   continuation of normal duty shift.
- 6           B.    When the court appearance begins and ends while off duty, they shall  
7                   retain the witness fee and receive overtime pay for court time with a  
8                   minimum payment of three (3) hours in addition to the witness fee.
- 9           C.    A telephone deposition of the employee while off duty shall be  
10                  compensated with a minimum of one hour's pay.

11   14.2   An employee who is excused from jury duty or from appearance as a witness  
12           during his/her normal working hours must report to his/her supervisor to  
13           determine if he/she will be required to work the remainder of his/her normal work  
14           schedule.

## 16                                   **ARTICLE 15**

### 17                                   **SPECIAL DUTY/ASSIGNMENTS PAY**

18   15.1   The number and assignment of such special duty as: Detective, member of the  
19           Special Response Team (SRT), K-9, Criminalistics Investigators, Crime  
20           Prevention Unit, FTO'S, Evidence Technicians, SOU, COPS, Traffic Homicide  
21           Investigators, Mounted Patrol, Aviation Unit and Training Units shall be at the  
22           sole and exclusive discretion of the City. Such special duty is not to be  
23           considered as a separate grade or rank and is understood by the parties to be  
24           temporary in nature and assigned or withdrawn at the sole discretion of the Chief  
25           of Police. Selection for special duty assignments shall be based on  
26           management's determination and evaluation of the individual display of specific  
27           skills and abilities. Such special assignments may require the successful  
28           completion of specialized police training and/or certification procedures

1 designated by the City. To qualify for such special duty pay, personnel will be  
2 required to maintain a standard of proficiency in their respective specialty.  
3 ~~Standards and means of testing proficiency may be established by the Police~~  
4 Department. Should the title of such special duty assignment change, but the  
5 function remain the same, specialty pay shall continue.

6 15.2 Bargaining unit employees who are assigned by the City and who perform the  
7 above-stated special duties shall receive, in addition to their base rate of pay,  
8 specialty pay at the rate of fifty dollars (\$50.00) per month.

9 15.3 Employees who are assigned by the City and perform the duties of Field Training  
10 Officer, as listed quarterly, shall receive seventy-five dollars (\$75.00) per month  
11 in addition to any other specialty pay they may receive.

## 12 13 **ARTICLE 16** 14 **LONGEVITY PAY**

### 15 16.1 Rates.

16 All permanent full-time employees of the City hired before March 02, 1992, shall  
17 receive longevity pay in addition to their regular base pay in accordance with the  
18 following schedule:

19 All such employees who have been in the permanent full-time employ of  
20 the City for :

- 21 (1) Five (5) years and not more than ten (10) years -- two percent (2%) of  
22 base pay.
- 23 (2) Ten (10) years and not more than fifteen (15) years -- three percent (3%)  
24 of base pay.
- 25 (3) Fifteen (15) years and not more than twenty (20) years -- four percent  
26 (4%) of base pay.
- 27 (4) Twenty (20) years and not more than twenty-five (25) years -- five percent  
28 (5%) of base pay; and,

(5) In excess of twenty-five (25) years -- six percent (6%) of base pay.

16.2 Base Pay - Defined.

The base pay of each eligible employee shall be the amount of regular monthly base pay as indicated on the applicable salary schedule which such employee is entitled to draw from the City on the first day of January or July of each year, immediately preceding the January or July in which longevity payment is actually made, exclusive of any overtime, longevity, incentive or other type pay.

16.3 Establishment of Eligibility.

Permanent full-time employment of employees shall be determined as of the January 1 or July 1 immediately preceding the January or July in which longevity payment is to be made; provided, for employees receiving longevity for the first time, eligibility shall be determined as the first full month after the employee reaches his/her fifth year anniversary and payment shall be made only in accordance with Section 16.6B.1; and provided further, any person who is retired under a pension plan of the City shall not be eligible for such additional compensation under the provisions hereunder. In order for the employee's time employed to be counted for purposes of calculating his/her years of service for longevity purpose, the employee must have been in the continuous, permanent full-time employ with the City for the entire period. In order to receive payment hereunder, the employee must still be in a permanent status with the City the month in which the payment is actually made.

16.4 Continuity of Service; Exceptions.

(a) Continuity of service in the City's employ shall not be interrupted because of absence due to compulsory military service or due to voluntary military service in the armed forces of the United States of America in accordance with appropriate contract provisions, and all such time spent in the armed forces of the United States of America shall apply toward accrued service for longevity pay.

(b) Continuity of service in the City's employ shall not be interrupted because of absence when such absence shall have been granted in accordance with the appropriate contract provisions as approved by the City

Commission. None of such time on an approved leave without pay shall apply toward the employee's service credit for determining longevity pay unless the absence was for military leave as provided in Subsection (a) above.

#### 16.5 Separation from Service.

In the event any eligible employee dies, retires or is separated from the service of the City for any reason, he/she shall be paid his/her longevity pay from the date of the last payment of longevity pay to him/her, to the end of the month preceding the month in which such person dies, retires or is separated from the service of the City.

#### 16.6 Calculation of Payment.

##### A. Normal payments - in general.

(1) Such longevity pay shall be paid to each eligible employee in January and July of each year and shall normally cover the six (6) months preceding the month in which payment is made.

(2) Longevity pay for each eligible employee shall be calculated by multiplying the base pay of such employee for the month in which such longevity pay is to be paid by the number of months intervening from the month preceding the month in which longevity pay was last made to and including the month preceding the month in which payment of longevity pay is to be made. The results thus obtained shall then be multiplied by the applicable percentage rate as shown in the schedule in Section 16.1 and the result shall be the amount of longevity to be paid.

##### B. Proration.

1 Notwithstanding the provisions of Subsection 16.6A above, the provisions  
2 of this Subsection 16.6B shall apply when applicable:

3 (1) First Eligibility.

4 For employees receiving longevity for the first time, the pay shall  
5 cover the period of between one (1) and six (6) full months in which  
6 the employee has been eligible immediately following the  
7 anniversary of his/her five (5) year adjusted service data as an  
8 eligible employee. In order for a month to count for purposes of the  
9 calculations herein required, the employee must have reached the  
10 anniversary of his/her five (5) year adjusted service date and then  
11 have worked the entire month sought to be counted. (Example: if  
12 an employee hired out as a permanent full-time employee with the  
13 City on July 1, 1973, the permanent employee would receive  
14 his/her first longevity check in January, 1979, and the months for  
15 which he/she would receive credit would be July, August,  
16 September, October, November and December, 1978. However, if  
17 that employee had hired out on July 2, 1973, there would be no  
18 credit for July, 1978.)

19 (2) In payment Period.

20 In the event an employee's anniversary of his/her adjusted service  
21 date for longevity purposes falls within any six (6) month period for  
22 which the employee is being paid under the provisions hereof, then  
23 the number of full months service in such period after the said  
24 employee's anniversary of his/her adjusted service date shall be  
25 computed at the higher rate indicated above and the remainder of  
26 the months shall be calculated at the lower rate indicated above.  
27 (Example: if an employee hired out as a permanent full-time  
28 employ with the City on January 13, 1978, the employee's twenty

(20) year anniversary of his/her adjusted service date would be on January 13, 1978. For the payment in July, 1978, the employee would receive payment for January, 1978, calculated at the four percent (4%) rate and for February, March, April, May and June, 1978, calculated at five percent (5%) rate.)

## ARTICLE 17

### HOSPITALIZATION AND LIFE INSURANCE

17.1 Any future premium increases in Employee Only, Employee and Spouse, Employee and Dependent Child and Employee, Spouse and Dependent Children coverage shall be shared equally by the employee and the employer; provided that the employee shall not pay more than twenty percent (20%) of the total premium for Employee only coverage.

17.2 Part-time employees shall pay bi-weekly for Health Insurance on a three quarter (3/4) or one-half (1/2) time based upon the budgeted level of their part-time position.

17.3 The City, during the term of this Agreement, will pay one hundred percent (100%) of the premium cost for life insurance.

17.4 The City may open this article at anytime during the term of this agreement with thirty (30) days notice to the FOP.

## ARTICLE 18

### TUITION REIMBURSEMENT

18.1 General:

It is the intention of this article to provide funds to employees for educational reimbursement. This article is exclusive of City in-house training.

1 18.2

Tuition Reimbursement:

2 The City of Gainesville will provide funding to support this program and to  
3 ~~assist employees with accredited educational tuition costs. An attempt~~  
4 will be made to distribute above said funds so they will be available for  
5 each school term.

6 18.3

Eligibility Requirements:

7 City employees appointed to permanent positions who have completed  
8 their probation period will be eligible to participate in this program.  
9 Regular part-time employees will be eligible for a proportionate share of  
10 the tuition reimbursement based on the budgeted hours for his/her  
11 position in relationship to a 40-hour workweek.

12 18.4

Conditions for Approval and Payment:

- 13 A. The City will participate in the cost of those courses which provide  
14 credits toward college graduation or post graduate degrees, both  
15 correspondence and classroom, which are determined to:
- 16 1. Directly relate to the duties of the position held by the  
17 employee applying for tuition reimbursement; or
  - 18 2. Be a valid course, or elective for which a degree program  
19 has been approved by Human Resources; or
  - 20 3. Contribute to the career progression of the employee; and
  - 21 4. Be from a recognized and accredited institution.
- 22 B. The City will pay 100% of the cost of tuition for no more than 18  
23 credit hours, including lab fees, per employee, per fiscal year, but  
24 not the books, supplies, or other expenses in connection with the  
25 course(s) to be taken. The amount reimbursed shall not exceed  
26 the State of Florida rate for graduate or undergraduate courses.
- 27 C. The City will not duplicate tuition reimbursement fees which have  
28 been paid by other sources such as scholarships, grants, or other

1 subsidies. Non-compliance with this procedure may subject an  
2 employee to disciplinary actions under Rule 21 of Policy 19. In the  
3 event of a partial scholarship or grant, reimbursement will  
4 supplement, but not exceed the expense to the employee.

- 5 D. To be eligible for reimbursement, an employee must successfully  
6 pass the course and present a certificate to Human Resources so  
7 indicating. A passing grade shall be considered a grade of at least  
8 a "C" or equivalent.

9 18.5 Application Procedure:

- 10 A. Requests for reimbursement of tuition must be made on the Tuition  
11 Reimbursement Request Form. These forms can be obtained in  
12 the employee's department or through Human Resources.  
13 B. Prior to the start of class, each Tuition Reimbursement Request  
14 must be signed by the employee, the employee's Bureau  
15 Commander or Designee, and approved by the Human Resources  
16 Department.  
17 C. The request shall be submitted with a copy of an official fee card  
18 indicating the tuition costs, attached and forwarded to Human  
19 Resources.  
20 D. Upon receipt of the Tuition Reimbursement Request Form from the  
21 employee, the Human Resources Department will indicate approval  
22 or disapproval, based upon paragraph 18.4 above. A copy shall be  
23 returned to the employee. Approval shall be at the sole discretion  
24 of the Human Resources Department and shall not be arbitrarily or  
25 capriciously denied.

26 18.6 Method of Payment:

27 It shall be the responsibility of the employee to obtain a certificate from the  
28 institution indicating the course grades. These grades shall be presented

1 to the Human Resources Department for tuition reimbursement. If  
2 conditions for reimbursement have been met, Human Resources will  
3 process the request for payment.

4 18.7 Required Courses:

5 If an employee is required, as part of his/her job, to take either a  
6 correspondence course or attend classes, the employee's department  
7 shall pay one hundred percent (100%) of the cost of the charges except  
8 as provided herein. Payment shall be made at the time the employee  
9 enrolls in the program. All required courses shall first be approved by the  
10 employee's Bureau Commander or Designee as appropriate.

11 18.8 Class Scheduling:

12 A. The only time that an employee will be permitted to take college or  
13 adult education classes during what would otherwise be their  
14 regular work hours, will be when the employee submits a request in  
15 writing to the appropriate Bureau Commander or Designee and the  
16 employee has received written permission to take the class during  
17 what would otherwise be their regular work hours. Once  
18 permission has been granted, the employee will charge his/her  
19 time using one of the following three options: 1) leave without pay  
20 in accordance with the leave provision; 2) paid annual vacation; or  
21 3) make up time if management determines the work environment  
22 permits this flexibility. All such arrangements shall be approved in  
23 writing, in advance, by the appropriate Bureau Commander or  
24 Designee.

25 B. When a situation arises in which more than one employee in a  
26 work area has been approved to take a specific required or  
27 voluntary class and only one employee can be permitted to leave

1 the work area at a time, the Bureau Commander or Designee will  
2 decide which employee will attend.

3 **18.9 General Provisions:**

- 4 A. An employee who receives tuition reimbursement shall be  
5 obligated to remain in the employ of the City for one year after  
6 receiving the tuition reimbursement. Failure to remain for one year  
7 for any reason, save death or disability, shall obligate the employee  
8 to reimburse the City for any payments received within the past 12  
9 months. This shall be accomplished thru a deduction from the  
10 employee's final pay check or otherwise, at the discretion of the  
11 City.
- 12 B. An employee who has completed an approved course and who is  
13 on an approved leave of absence at the time tuition reimbursement  
14 would be paid, will receive upon return to active employment, the  
15 amount due.
- 16 C. An employee can not approve his/her own tuition reimbursement  
17 request.

18  
19 **ARTICLE 19**

20 **MISCELLANEOUS EMPLOYEE BENEFITS**

21 19.1 The City, during the term of this Agreement, will provide a dry cleaning allowance  
22 in accordance with the following schedule:

23 \$485.00 FY98-99

24 \$495.00 FY99-2000

25 \$505.00 FY2000-2001

26 One-half (1/2) shall be paid on a pro-rata basis on or about October 1st, and  
27 April 1st. The City, during the term of the Agreement, shall provide an annual

clothing allowance to all personnel assigned to plain clothes in accordance with the following schedule:

~~\$510.00 FY98-99~~

\$520.00 FY99-2000

\$530.00 FY2000-2001

One-half (1/2) shall be paid on a pro-rata basis on or about September 30, and April 1st.

Each fiscal year all employees covered by this Agreement shall receive seventy (\$70.00) dollars annual leather allowance, to be paid within the first quarter of the fiscal year.

19.2 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 employment and at age 40, 50 and 60. Type B at age 30, 35, 45 and 55. The City's Occupational Health Nurse and/or City doctor may prescribe more extensive tests (i.e., stress, EKG) should the physical history or preliminary lab work indicate a need for a more extensive physical examination.

19.3 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.

19.4 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.

19.5 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),

1 then the City shall, upon request, meet and confer with the FOP concerning the  
2 City's adoption and funding of an analogous program.

### 3 19.6 General: Leave Bank

---

4 A. An employee having used all his/her sick and vacation leave due to  
5 absence resulting from a serious illness, accident or disability of the  
6 employee, or of the employee's immediate household family (defined as  
7 spouse or dependent children, or mother or father, living in the same  
8 domicile), where the employee's presence is needed, may receive  
9 vacation leave donated on a strictly voluntary basis by fellow employees.  
10 Fellow employees may contract to donate a minimum of two (2) hours of  
11 their vacation leave time to the affected employee. The maximum number  
12 of hours an employee may donate is forty (40) hours for employees  
13 working a 40-hour and 56 hours for employees working a 56-hour week.  
14 The total donated time from fellow employees shall not exceed three (3)  
15 calendar months. Serious illness, accident or disability is defined to  
16 include only those instances where an employee is expected to be absent  
17 for at least thirty (30) consecutive calendar days or in the case of a  
18 serious illness, etc., of a member of the employee's immediate household,  
19 only those instances in which the employee's presence is expected to be  
20 needed for at least thirty (30) consecutive calendar days. There shall be  
21 no restrictions on the amount of hours that may be donated in instances  
22 where the serious illness, accident or disability is expected, based upon a  
23 reasonable medical probability, to result in death within one (1) year from  
24 the creation of the leave bank.

#### 25 B. Eligibility.

26 Only permanent full-time employees having completed initial probationary  
27 period may receive donated vacation leave from fellow employees, or  
28 volunteer to donate vacation leave to a fellow employee.

1 C. Time Limit.

2 The sick or disabled employee will remain on the payroll until he/she is  
3 able to return to work, donated leave expires, or until the doctor  
4 determines the employee's illness or accident has become a total and  
5 permanent disability, whichever comes first. If the illness or accident is  
6 total and permanent, employee should file for disability retirement with the  
7 Social Security Administration and the City of Gainesville. During the time  
8 in which the sick or disabled employee is receiving donated vacation  
9 leave from fellow employees, he/she will not be eligible to earn (accrue)  
10 sick leave or vacation leave. In the case of the employee whose  
11 immediate household member is sick or disabled, such employee shall  
12 remain on the payroll until his/her presence is no longer needed or the  
13 donated leave expires. While the employee remains on payroll in this  
14 situation, he/she will not be eligible to earn (accrue) sick leave or vacation  
15 leave.

16 D. In addition to the procedures described in items A through C above, an  
17 employee may, with the following additional restrictions, receive voluntarily  
18 donated vacation leave in advance of having used up all of his or her sick  
19 leave. In those situations where an employee is absent due to serious  
20 illness, accident or disability, which condition is expected, based upon  
21 reasonable medical probability, to result in death within one (1) year from  
22 the creation of the Leave Bank, the Leave Bank may be created and  
23 donated vacation leave credited to the employee's sick leave account  
24 prior to the employee having exhausted his or her own earned sick leave.  
25 Utilization of donated vacation leave in this manner is limited to those  
26 situations in which the employee, at the time the authorization to create a  
27 Leave Bank is given, had at least eighty percent (80%) of the credited

1 serviced needed for normal retirement and was otherwise eligible for  
2 normal retirement.

3 19.7 The take-home car program shall be amended as follows:

4 A. All employees on the payroll as of the ratification date of this  
5 Agreement (October 1, 1998 - September 30, 2001), and who have  
6 a Police Department take-home vehicle, shall be permitted to use  
7 the take-home vehicle within Alachua County for the purposes of  
8 driving to and from work, attending accredited schools (educational  
9 classes), picking up uniforms from the dry cleaners, or engaging in  
10 physical fitness activity.

11 B. Employees who live within the Gainesville City Limits, may use an  
12 assigned police department vehicle as his/her primary vehicle for  
13 use within the City Limits in accordance with the Department  
14 Manual.

15 C. Transportation of any person who is not a City employee or a  
16 person on City business may not continue after ninety (90) days  
17 following final ratification of this Agreement (October 1, 1998 -  
18 September 30, 2001).

19 D. Employees who are required to take police-related action during  
20 off-duty hours and as a result of driving a take-home vehicle (in  
21 accordance with Department Manual), shall do so at the  
22 appropriate rate of pay and only for the actual hours worked. Call  
23 out pay shall not be applicable. Guidelines shall be established by  
24 the Police Department and included in the Department Manual.

25 E. Employees hired after ratification of this Agreement (October 1,  
26 1998 - September 30, 2001) shall not be eligible for a take-home  
27 vehicle unless they live within the Gainesville City Limits.

1 19.8 Seniority for the purposes of the take-home car plan in the Patrol Division shall  
2 be from the date of promotion to certified full time police officer with the  
3 Gainesville Police Department, including breaks in service. For purposes of  
4 breaks in service, terminations and rehires are not applicable.  
5

## 6 ARTICLE 20

### 7 WORKERS' COMPENSATION

8 20.1 Payment of workers' compensation benefits to all employees who are disabled  
9 because of an injury arising out of, and in the course of, performing their duties  
10 with the City will be governed as follows: full workers' compensation benefits as  
11 provided in accordance with the Workers' Compensation Law, Chapter 440,  
12 Florida Statutes.

13 20.2 Whenever an employee is absent due to a compensable injury, he/she shall  
14 receive his/her regular pay for the first 15 calendar days of such absence. But,  
15 such payment shall not, when added to workers' compensation benefits total  
16 more than the normal take home pay (gross base pay minus taxes) received by  
17 the employee immediately prior to such absence.

18 20.3 An employee sustaining a lost-time injury may use earned but unused sick or  
19 annual leave. The request must be made to the Department Head to allow the  
20 employee to remain on full pay for the period which can be covered by the sick  
21 leave or annual leave balance when pro-rated with the amount being paid by  
22 workers' compensation as set forth in paragraph 1.

23 20.4 After employees are authorized to return to rehabilitative duty, they shall receive  
24 no further benefits under this Article nor shall they be entitled to elect to take sick  
25 leave in lieu of returning to work.

**ARTICLE 21**  
**LEAVE OF ABSENCE**

**GENERAL INFORMATION:**

21.1 A. Leave without pay will be granted for Family and Medical Leave - See Section 21.8.

B. Leave without pay may be granted for Personal Leave - See Section 21.17.

21.2 Eligibility:

A. Employees in permanent full time status must have provided at least 1,250 hours of service in the 12 months before the leave would begin. Employees in permanent part time status must have provided at least 1,040 hours of service in the 12 months before the leave would begin.

B. Prior to requesting leave without pay, employees must first exhaust all applicable accrued sick, vacation, and paid personal leave. The total leave time will be an aggregate of accrued sick, and/or vacation and paid personal leave and leave without pay. (Family and medical leave - up to, but not to exceed, 12 weeks). In any case, combined leave of any type (except Military Leave) cannot exceed one year.

- Medically related leave - applicable accrued sick leave must be exhausted first, then accrued vacation and paid personal leave are used second, followed by approved leave without pay.

- Non-medically related leave - all accrued vacation and paid personal leave must be exhausted, followed by approved leave without pay.

21.3 Leave Request Procedure:

A. Employees are expected to be familiar with and are required to follow the leave procedures as outlined in the Procedures Section. Leave requests for less than one full pay period should be handled with a Personnel Leave Request Form attached to the time sheet.

B. The City may require an employee to provide a doctor's certification of serious health condition. The employee should try to respond to such a request in a timely manner. Failure to provide certification may result in denial of continuation of the leave. Medical leave certification may be provided by using the Medical Certification Form.

21.4 Continuity of Service:

Leave without pay which is approved in accordance with these procedures shall not constitute a break in service, but will constitute an adjusted service date. If leave is 90 days or longer, pension service date will be affected.

21.5 Expiration of Leave and Reinstatement:

Reinstatement is dependent upon type of unpaid leave. Refer to appropriate section for more information. If an extension of the leave is required, a request for the extension must be submitted on the Leave Request Form at least five days in advance of the leave expiration. Consideration of an extension will be based on the same criteria as the original request. Failure to return to work at the expiration of the leave may result in termination.

21.6 Definition:

- Applicable sick leave is sick leave available pursuant to Policy #8.

21.7 Parental Leave:

A. In instances of parental leave, for the care and custody of the employee's natural or adoptive new born infant, sick leave up to 50% of that available in the pay period prior to the date of birth, or twelve (12) days (whichever is greater), may be taken during the first six weeks following the infants birth.

B. Employees receiving parental leave may be required to submit evidence of date of birth, custody, and location of the infant for whom parental leave is sought.

FAMILY AND MEDICAL LEAVE:

21.8 In compliance with the Federal Family and Medical Leave Act of 1993, effective August 5, 1993, a maximum of 12 weeks of Family and Medical Leave without pay in any 12 month period measured forward from the commencement of an employee's first leave under the Policy will be granted as follows for:

- A. The birth of a child and care for a child following a birth;
- B. The placement of a child with the employee. A "child" includes a biological, adopted or foster child, stepchild, a legal ward, or a child for whom the employee stands in loco parentis (i.e., in the place of a parent) who is under 18 years of age; or 18 years of age or older and incapable of self care because of a mental or physical disability.
- C. To care for the spouse, child, or parent of the employee who has a "serious health condition"\*\*. A "parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.
- D. If the employee is unable to perform his or her own job because of the employee's own serious health condition.
  - Employees with questions about what illnesses are covered by this section of the policy or under the City's sick leave policy are encouraged to consult with the Human Resources Department.
  - Documentation of relationships or illnesses will be required in a timely manner.
- E. Under this section, leave after the birth or placement of a child must be taken within twelve months after the birth or placement.
- F. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves:
  - (i) inpatient care at a hospital, hospice, or residential medical care facility, or
  - (ii) continuing treatment by a health care provider.

1 CONDITIONS:

2 21.9 Prior to requesting applicable leave without pay, employees must first exhaust all  
3 applicable accrued sick (see General Information #'s 6 and 7) and vacation  
4 leave.

5 21.10 Leave without pay will not be considered time worked for purposes of accruing  
6 seniority, longevity, vacation, sick or other employee benefits.

7 21.11 If the husband and wife both work for the City, a combined total of 12 weeks of  
8 leave for both (not 12 weeks each) are possible during any 12 month period, if  
9 the leave is to care for a new child (by birth or placement). If the leave is to care  
10 for a sick child or the other spouse, then each spouse is entitled to 12 weeks  
11 each.

12 21.12 A. The employee may take Family and Medical Leave in 12 consecutive  
13 weeks, may use the leave intermittently (take a day periodically when  
14 needed over the year), or under certain circumstances may use the leave  
15 to reduce the work week or work day, resulting in a reduced hour  
16 schedule. In all cases, the leave may not exceed a total of 12 weeks over  
17 a 12 month period. However, for the birth, adoption or foster care of a  
18 child, the City and the employee must **mutually agree** to the schedule  
19 before the employee may take the leave intermittently or work a reduced  
20 hour schedule.

21 B. The City may temporarily transfer an employee to an available alternative  
22 position with equivalent pay and benefits if the employee is qualified for  
23 the position and if the alternative position would better accommodate the  
24 intermittent or reduced schedule.

25 21.13 The employee may be required to report periodically on his/her status and  
26 intention to return to work.

1 21.14 The employee's position may be filled by a temporary appointment or  
2 assignment of another employee. At the expiration of the leave, the employee  
3 shall be reinstated in the position vacated.

4 21.15 Except as provided herein, the employee, upon returning to work from a medical  
5 leave must report to Employee Health Services. The employee may be required  
6 to submit a written approval from their health care provider stating the employee  
7 is approved to return to work. The employee may be required to complete a  
8 health examination.

9 21.16 A. While the employee is on Medical and Family Leave, the City will continue  
10 the employee's health benefits during the leave period at the same level  
11 of benefits and under the same conditions as if the employee had  
12 continued to work.

13 B. Under current City procedures, an employee on **paid** leave continues to  
14 pay the contribution rate via payroll deduction as when an active  
15 employee. An employee on **unpaid** Family and Medical Leave continues  
16 to pay the contribution as when an active employee. The employee must  
17 continue to make this payment either in person or by mail to the City's  
18 Risk Management Department. Payment must be received by the last  
19 day of the month prior to each month of coverage. If the payment is late,  
20 the employee's health care coverage may be dropped for the duration of  
21 the leave.

22 C. If the employee chooses not to return to work for reasons other than a  
23 continuation, recurrence, or onset of a serious health condition or for other  
24 circumstances beyond the control of the employee, the City will require  
25 the employee to reimburse the City the amount it paid for the employee's  
26 health insurance premium during the leave period.

27 **\*REVIEW AND READ CAREFULLY THE SECTION ON "PROCEDURES" PRIOR TO**  
28 **REQUESTING FAMILY AND MEDICAL LEAVE.**

1 PERSONAL LEAVE:

2 21.17 An employee may be granted a Personal Leave without pay for a period of time  
3 not to exceed one year, for the following reasons:

- 4 • Health or family related problems not defined within Family and Medical
- 5 Leave Policy
- 6 • Education
- 7 • Military leave not covered under Military Leave Policy
- 8 • Extenuating personal reasons

9 CONDITIONS:

10 21.18 Prior to requesting leave under this section, employees must first exhaust all  
11 accrued leave (applicable to the leave requested).

12 21.19 Leave will not be considered time worked for purposes of accruing seniority,  
13 longevity, vacation, sick or other employee benefits.

14 21.20 During an employee's approved personal leave without pay, their position may  
15 be filled by a temporary appointment, or permanent assignment of another  
16 employee. At the expiration of the leave, the employee shall be reinstated to the  
17 position vacated if it has not been filled permanently during the leave. If the  
18 position has been filled, then the employee will be reinstated to another position  
19 which is vacant and for which the employee is qualified. The replacement  
20 position shall not be at a higher wage rate than the position from which the leave  
21 was granted. Refusal of a vacant position offered by the City shall result in the  
22 termination of the employee.

23 21.21 The employee shall not accept part or full-time employment elsewhere while on  
24 leave of absence unless such employment was previously approved and is not  
25 conducted during normal working hours.

26 21.22 To return to work the employee must report to Employee Health Services; and,  
27 the employee may be required to submit a written approval from their health care

1 provider releasing them for work. The employee may be required to complete a  
2 health examination.

3 ~~21.23 An employee on unpaid personal leave must contact the City of Gainesville's~~  
4 Risk Management Department to obtain a COBRA Notification Form. The  
5 COBRA Notification Form outlines the terms and conditions of the Consolidated  
6 Omnibus Budget Reconciliation Act, COBRA rates, when payments are due, and  
7 where payments are mailed to. Payment must be received by the last day of the  
8 month prior to each month of coverage. If the payment is late, the employee's  
9 health care coverage may be dropped for the duration of the leave.

10 \*REVIEW AND READ THE SECTION ON "PROCEDURES" PRIOR TO REQUESTING  
11 PERSONAL LEAVE.

## 12 13 **ARTICLE 22** 14 **MILITARY LEAVE**

### 15 **22.1 Active duty.**

16 The City Manager shall grant a permanent employee under his/her authority  
17 leave for active military service in accordance with applicable law.

### 18 **22.2 Reserve or guard training.**

19 The City shall grant a military leave of absence with pay to any employee called  
20 to temporary active or inactive duty for training purposes with the National  
21 Guard, or a reserve unit of the United States, or for attending evening or  
22 weekend military training which conflicts with his/her work schedule shall be  
23 granted time off for the purpose of attending the military training for a period not  
24 to exceed seventeen (17) working days in any one calendar year.

### 25 **22.3 Requests for Military Leave.**

26 The employee is required to submit a copy of orders or statement from the  
27 appropriate military commander as evidence of such duty to his/her Department  
28 Head. The orders or statement must be attached to a Personnel Authorization

1 Form requesting military leave. The request must be sent to the Human  
2 Resources Department for processing.  
3

## 4 ARTICLE 23

### 5 JOB VACANCY - PROBATION - PROMOTION

6 23.1 The following factors shall be considered in selecting employees for promotion:

7 A. Sufficient ability and qualifications to perform the work as indicated in the  
8 job descriptions. If the number of candidates meeting the minimum  
9 qualifications as stated in the job announcement exceed twelve (12),  
10 further screening may be utilized. Candidates' ability and qualifications  
11 may be evaluated by written examinations, oral examinations, and/or  
12 assessment centers. In the event an oral examination is utilized to  
13 evaluate a candidate's abilities and qualifications, the composition of the  
14 oral examination board will be agreed upon by the FOP and the City. Any  
15 disagreement between the Chief of Police and the FOP will be resolved  
16 by the City Manager.

17 B. The results of the promotional assessment process shall be valid for the  
18 twenty four (24) months from the posting date of the list of candidates  
19 recommended for promotion. Promotional processes may be provided on  
20 an annual basis, if so, then the successful candidates will be added to the  
21 eligibility list.

22 C. The application of affirmative action principles and goals will apply only to  
23 those unit members progressing through the full selection process.

24 D. Length of Service for eligibility for promotion:

25 Corporal	3 years as sworn officer with GPD
26 Sergeant	1 year as corporal with GPD

27 E. Upon ratification of this Agreement (October 1, 1998 - September 30,  
28 2000), the City will allow an employee to apply for promotion to Corporal

1 or Sergeant if he/she is within six (6) credit hours or less of the criteria as  
2 stated in the Department Manual, General Order 34.1, dated July 1, 1998.  
3 ~~Provided such credit hours are from an accredited institution. If an~~  
4 applicant is within six (6) credit hours and has been placed on an eligibility  
5 list and the list has expired and the employee has not met the  
6 aforementioned criteria, the employee shall not be eligible to apply for  
7 promotion to Corporal or Sergeant until the employee has met the criteria.

8 F. Any employee in a probationary status as a result of a break in service  
9 shall not be eligible for promotion to Corporal or Sergeant until they have  
10 successfully completed their probationary period.

11 23.2 A. Initial Probation:

12 All employees, upon becoming sworn police officers, shall be considered  
13 probationary employees for one (1) year. The City may, at its discretion,  
14 extend the probationary period up to an additional six (6) months. The  
15 discharge, suspension or written or verbal warning of a probationary  
16 employee shall not be subject to any provisions of the grievance  
17 procedure.

18 B. Promotional Probation:

19 Any employee who is promoted to a higher rank shall be on probation in  
20 that rank for a period of one (1) year from the date of promotion. An  
21 employee removed during the probationary period for failure to perform  
22 satisfactorily the duties of the position, shall be returned to the  
23 classification held prior to the promotion or to a similar classification.  
24

1 **ARTICLE 24**

2 **LAYOFF**

3 **24.1 Layoff.**

4 In the case of a personnel reduction, the employee with the least seniority shall  
5 be laid off first. No new employee shall be hired until the laid-off employee has  
6 been given the opportunity to return to work. Seniority shall be defined as  
7 continuous service within the Police Department, including approved leaves of  
8 absence of less than one year.

9 **24.2** Whenever the Chief of Police, under Section 24.1, determines a person in the  
10 classification of Sergeant or Corporal should be laid off, that person shall have  
11 the option of being laid off or of being reduced to the next lower classification in  
12 the Department (both responsibility and pay-wise). In the latter event  
13 (reduction), the least senior person in the classification reduced to shall be  
14 reduced or laid off, as above.

15  
16 **ARTICLE 25**

17 **RECALL**

18 **25.1 Recall.**

- 19 A. Employees laid off or reduced as set forth in Section 24.1 shall be recalled  
20 in the reverse order from which they were laid off.
- 21 B. Permanent employees laid off shall have precedence for recall to their  
22 former classification over other applicants for a period of one hundred  
23 eighty (180) days.
- 24 C. Laid off employees recalled within 180 days shall have their tenure of  
25 service restored. If reemployed after 180 days, the employee shall be  
26 treated as a new employee.
- 27 D. The City will offer recall to laid-off employees by certified mail to the last  
28 known address on file with the Human Resources Department. If the laid-

1 off employee fails to report to the Human Resources Department his/her  
2 intentions of returning to work within seven (7) days after mailing of said  
3 certified notice, tenure of service shall be broken. Extenuating  
4 circumstances may receive consideration by management and the Human  
5 Resources Director.  
6

## 7 ARTICLE 26

### 8 LENGTH OF SERVICE

#### 9 26.1 Length of Service.

10 An employee shall lose his/her continuous length of service and his/her  
11 employment with the City shall be considered terminated for all purposes if:

- 12 A. The employee quits.
- 13 B. The employee is discharged.
- 14 C. The employee who has been laid-off fails to report to work within a period  
15 of seven (7) calendar days after being recalled by certified letter sent to  
16 the last known address as shown on the records of the Human Resources  
17 Department. Extenuating circumstances may receive consideration by  
18 management and the Human Resources Director.
- 19 D. The employee fails to report for work at the termination of a leave of  
20 absence.
- 21 E. The employee works on another job while on leave of absence without the  
22 City's permission.
- 23 F. The employee is laid-off for a period longer than one hundred eighty (180)  
24 days.
- 25 G. The employee is absent without leave for three (3) consecutive work days  
26 without notifying his/her supervisor or the Human Resources Department.  
27 Such absence shall constitute a voluntary quit. Extenuating circumstances  
28 will receive fair consideration by the Human Resources Director.

1 H. The employee voluntarily retires or is automatically retired under terms of  
2 the retirement plan.

3 ~~26.2 Provided, however, and in any event, any action under this Article shall not be in~~  
4 ~~derogation of the City's Affirmative Action Plan.~~

## 6 ARTICLE 27

### 7 LIABILITY

8 27.1 The City will defend any actions in tort brought against any employee(s) covered  
9 by this Agreement as a result of any alleged negligence of said employee(s)  
10 arising out of and in the scope of their employment with the City unless such  
11 employee(s) acted in bad faith with malicious purpose or in a manner exhibiting  
12 wanton and willful disregard of human rights, safety or property.

13 27.2 Whenever a City employee is sued for actions taken in the course of duty, the  
14 City will provide legal defense through the lawyer supplied by the City or its  
15 insurance carrier. In exceptional cases when a claim for punitive damages has  
16 been made, the City will pay reasonable fees for additional counsel selected by  
17 the employee and the City, when the City Commission has approved the hiring of  
18 additional counsel before the contract of hire is made. In no case will the cost of  
19 additional legal counsel be paid by the City unless prior approval is given as  
20 stated above, and in no case will the City pay punitive damages, if levied.

## 22 ARTICLE 28

### 23 HEALTH AND SAFETY

24 28.1 The Employer agrees that it will conform to and comply with laws as to safety  
25 and health properly required by federal, state and local law. The City and the  
26 FOP will cooperate in the continuing objective of eliminating accidents and health  
27 hazards.

1 28.2 The City and the employees will make reasonable effort to maintain and use all  
2 equipment in a safe manner. Police vehicles will be cleaned and serviced on a  
3 regular basis.

4  
5 **ARTICLE 29**  
6 **OPEN ARTICLE**

7  
8 **ARTICLE 30**  
9 **WAGES**

10 30.1 Effective on the first full pay period in October 1998, employees covered by this  
11 Agreement being paid within the pay range of their appropriate classification  
12 shall receive a general increase of 3% in their individual rates of pay and at the  
13 same time the maximum of all assigned ranges for each classification shall be  
14 increased by 1.5%. Effective on the first full pay period in October 1999,  
15 employees covered by this agreement being paid within the pay range of their  
16 appropriate classifications shall have a general increase of three percent (3%) of  
17 their individual rates of pay and at the same time the maximum of all assigned  
18 ranges for each classification shall be increased by 1.5%. Effective on the first  
19 full pay period in October 2000, employees covered by this agreement being  
20 paid within the pay range of their appropriate classifications shall have a general  
21 increase of three percent (3%) of their individual rates of pay. The maximum of  
22 all assigned ranges for each classification shall not be increased (see Exhibit 1),  
23 all contingent upon ratification.

24 30.2 Merit increases within an established pay grade (see attached) shall be 2 1/2%  
25 of mid-point for those employees at or below mid-point based on satisfactory  
26 performance. Merit increases within an established pay grade shall be 2 1/2% of  
27 salary for those employees above the mid-point, limited only by the range  
28 maximum based on satisfactory performance. There shall be no merit increases

1 after the expiration of this Agreement unless and until there is a new Agreement  
2 in effect providing for such increases.

3 30.3 A. Promotion.

4 When an employee is promoted, his/her salary shall only be advanced to  
5 a rate in the new pay range which would provide at least a five percent  
6 (5%) increase in the range from which he/she was promoted. The  
7 effective date of the promotion becomes the employee's new evaluation  
8 date. An employee's evaluation date shall be the anniversary date of the  
9 last salary adjustment.

10 B. Transfer.

11 There shall be no immediate change in the salary rate of an employee  
12 who is transferred. If an employee is transferred to a position in a class  
13 having a higher salary range, such change is a promotion.

14 C. Temporary Assignments.

15 When an employee assigned to perform work for a position in a job  
16 classification with a lower pay grade on a temporary basis, the employee  
17 shall not suffer a decrease in pay.

18 D. Demotion.

19 When an employee is demoted to a position in a job classification with a  
20 lower pay grade, the employee shall be paid within the approved range for  
21 the lower paid job classification. The rate of pay shall be set by the  
22 Human Resources Director.

23  
24 **ARTICLE 31**

25 **SEVERABILITY**

26 31.1 Should any provision of this Agreement be found to be inoperative, void or  
27 invalid by a court of competent jurisdiction, all other provisions of this Agreement  
28 shall remain in full force and effect for the duration of this Agreement, it being the

1 intention of the parties that no portion of this Agreement or provision herein shall  
2 become inoperative or fail by reason of the invalidity of any other portion or  
3 provision.

4  
5 **ARTICLE 32**  
6 **DRUG TESTING**

7 32.1 The City and the Union recognize that substance abuse in our nation and our  
8 community exacts staggering costs in both human and economic terms.  
9 Substance abuse can be reasonably expected to produce impaired job  
10 performance, lost productivity, absenteeism, accidents, wasted materials,  
11 lowered morale, rising health care costs, and diminished interpersonal  
12 relationship skills. The City and the Union share a commitment to solve this  
13 problem and to create and maintain a drug-free work place. The parties have,  
14 therefore, agreed to the policy outlined in Addendum "A".  
15

16 **ARTICLE 33**  
17 **PHYSICAL FITNESS**

18 33.1 The FOP will endorse a program which will be developed by a committee which  
19 will include a representative of the bargaining unit.  
20

21 **ARTICLE 34**  
22 **K-9 PERSONNEL**

23 34.1 The canine officers may be placed on a seven (7) day work period, wherein they  
24 will work three (3) twelve (12) hour shifts and have four (4) hours of "paid leave"  
25 attributed to canine care. The City has the option to return to the fourteen (14)  
26 day work period, wherein they will work seven ten (10) hour shifts and have one  
27 day of "paid leave" attributed to canine care. The canine care day off would not  
28 be considered a scheduled day off for the purposes of the application of Section

1 10.4, extra holiday pay. It would be considered paid leave for the purpose of  
2 Section 11.4, employees would be considered off duty on their canine day off for  
3 ~~the purposes of Section 11.6, and would be eligible for call-out pay if required to~~  
4 report on their canine day. Absent unusual circumstances, as determined by the  
5 Chief of Police, the day of paid leave will be at the beginning or end of each K-9  
6 officer's work schedule for the week.

7 34.2 K-9 Officers shall be issued a take-home vehicle in accordance with Article 19  
8 while so assigned. Officers' must live in an area where the canine can be  
9 exercised according to Department standards.

10 34.3 K-9 Officers shall be provided with food for the assigned K-9, veterinarian fees  
11 and other incidentals in accordance with current practices.  
12

## 13 ARTICLE 35

### 14 PENSIONS

15 35.1 Employees covered by this Agreement shall be covered by the City's  
16 Consolidated Police Officer and Firefighters Retirement and Disability Plan as  
17 set forth by the City of Gainesville's Code of Ordinances, as amended. Minor  
18 changes may be made by the City. Minor changes are defined as changes the  
19 net effect of which would not require a current or potential increase in the  
20 contribution rate or a benefit decrease.

21 35.2 The City will give the Union a copy of such minor change(s) at least thirty (30)  
22 days prior to the adoption of such change(s).

23 35.3 A change, or changes, in the Plan, the net effect of which would require a current  
24 or potential increase in the contribution rate or a benefit decrease, will not be  
25 made by the City until such change or changes have been ratified by parties  
26 involved or imposed by the legislative body.  
27

1 **ARTICLE 36**

2 **ENTIRE AGREEMENT**

3 36.1 The parties acknowledge that during negotiations which resulted in this  
4 Agreement, each had the unlimited right and opportunity to make proposals with  
5 respect to subjects or matters not removed by law from the area of collective  
6 bargaining. The understandings and agreements arrived at by the parties after  
7 the exercise of such right and opportunity are set forth in this Agreement.

8 36.2 The City and the FOP, for the duration of this Agreement, agree that the other  
9 shall not be obligated to bargaining collectively with respect to any subject or  
10 matter referred to or covered in this Agreement, but may, upon mutual  
11 agreement of both the City and the FOP, bargain collectively on any subject or  
12 matter not known or contemplated by either or both parties at the time that they  
13 negotiated this Agreement.

14 36.3 Except as other wise expressly provided for herein, the terms of this Agreement  
15 shall be effective beginning with the first full pay period following ratification by  
16 the City Commission.

17 36.4 Should either party desire to terminate, change or modify this Agreement or any  
18 portion thereof, they shall notify the other party in writing on or before March 01,  
19 2001. Such notification shall include the title and section of the Article the party  
20 wishes to renegotiate and all other articles will remain in full force and effect from  
21 year to year thereafter.

36.5 Following the sending and receipt of the notice described above, the parties shall follow the procedures contained in the Florida Public Employee Relations Act toward the consummation of a new Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands this day of \_\_\_\_\_, 1998.

THE CITY OF GAINESVILLE,  
FLORIDA

FRATERNAL ORDER OF POLICE

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
VICE CHAIR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
City Attorney

CITY COMMITTEE

Tom Motes, Human Resources Director  
Captain Robert Mitchell  
Lieutenant Sherry Scott  
Lynn McClary, Labor Relations Specialist

FOP COMMITTEE

Paul Fafeita, FOP Staff Representative  
Jon Robert, Chair  
Ray Barber, Vice Chair  
Paul Forsberg, Sergeant Representative

City of Gainesville 1998 - 1999 Pay Plan  
Police - FOP

Effective 10/5/98

		Minimum	Midpoint	Maximum
Grade P1	Annual Salary	\$22,196.51	\$28,585.44	\$34,974.16
	Hourly	\$10.6714	\$13.7430	\$16.8145
<b>7323</b>		<b>Police Officer (non-certified)</b>		

		Minimum	Midpoint	Maximum
Grade P2	Annual Salary	\$24,327.68	\$32,384.98	\$40,442.27
	Hourly	\$11.6960	\$15.5697	\$19.4434
<b>7321</b>		<b>Police Officer</b>		

		Minimum	Midpoint	Maximum
Grade P3	Annual Salary	\$32,292.21	\$37,909.25	\$43,526.08
	Hourly	\$15.5251	\$18.2256	\$20.9260
<b>7313</b>		<b>Police Corporal</b>		

		Minimum	Midpoint	Maximum
Grade P4	Annual Salary	\$35,501.86	\$41,676.96	\$47,852.06
	Hourly	\$17.0682	\$20.0370	\$23.0058
<b>7331</b>		<b>Police Sergeant</b>		

City of Gainesville 1999 - 2000 Pay Plan

Police - FOP

Effective 10/4/99

		Minimum	Midpoint	Maximum	
Grade	P1	Annual Salary	\$22,862.32	\$29,713.01	\$36,563.70
		Hourly	\$10.9915	\$14.2851	\$17.5787
		7323	Police Officer (non-certified)		

		Minimum	Midpoint	Maximum	
Grade	P2	Annual Salary	\$25,057.55	\$33,668.96	\$42,280.37
		Hourly	\$12.0469	\$16.1870	\$20.3271
		<b>7321</b>	<b>Police Officer</b>		

		Minimum	Midpoint	Maximum	
Grade	P3	Annual Salary	\$33,261.07	\$39,382.72	\$45,504.37
		Hourly	\$15.9909	\$18.9340	\$21.8771
		7313	Police Corporal		

		Minimum	Midpoint	Maximum	
Grade	P4	Annual Salary	\$36,566.82	\$43,296.86	\$50,026.91
		Hourly	\$17.5802	\$20.8158	\$24.0514
		7331	Police Sergeant		

City of Gainesville 2000 - 2001 Pay Plan

Police - FOP

Effective 10/2/2000

Grade	P1		Minimum	Midpoint	Maximum
		Annual Salary	\$23,548.10	\$30,604.50	\$37,660.69
		Hourly	\$11.3212	\$14.7137	\$18.1061
		<b>7323</b>	<b>Police Officer (non-certified)</b>		

Grade	P2		Minimum	Midpoint	Maximum
		Annual Salary	\$25,809.26	\$34,679.01	\$43,548.75
		Hourly	\$12.4083	\$16.6726	\$20.9369
		<b>7321</b>	<b>Police Officer</b>		

Grade	P3		Minimum	Midpoint	Maximum
		Annual Salary	\$34,258.85	\$40,564.16	\$46,869.47
		Hourly	\$16.4706	\$19.5020	\$22.5334
		<b>7313</b>	<b>Police Corporal</b>		

Grade	P4		Minimum	Midpoint	Maximum
		Annual Salary	\$37,663.81	\$44,595.82	\$51,527.63
		Hourly	\$18.1076	\$21.4403	\$24.7729
		<b>7331</b>	<b>Police Sergeant</b>		