Changes to the Labor Agreement Between the City of Gainesville and the Fraternal Order of Police, Gator Lodge 67 Effective October 1, 2013 – September 30, 2016

These changes to the 2013 – 2016 Agreement have been reached through negotiations between the Fraternal Order of Police and the City of Gainesville, and were ratified by the Fraternal Order of Police on July 5, 2016. Where necessary, dates, policy references, and article reference numbers were changed throughout the entire Agreement.

<u>Article 4 – Management Rights</u>

4.2: "The Employer agrees that, prior to substantial permanent lay-off of FOP bargaining unit members, it will discuss such with the FOP."

<u>Article 9 – Vacations</u>

- 9.6: "Employees shall not be paid for vacation leave earned in lieu of taking a vacation, except as provided in <u>9.9</u> and 9.11."
- 9.9: "Upon entry into the DROP, employees shall be entitled to compensation for any earned but unused vacation leave that is pensionable, at the employee's straight time rate of pay. Upon termination of employment, the employee shall be entitled to compensation for any earned but unused vacation leave to his/her credit at the time of termination at the employee's regular straight time rate of pay."

Article 10 – Holidays

- 10.1, 10.2, 10.3 and 10.4: Deleted reopener language.
- 10.4.B: Deleted "Beginning with the next shift change following ratification."

Article 11 – Hours of Work

- 11.2.B: Deleted "Beginning with the next shift change following ratification..."
- 11.4: Deleted entire paragraph (initial implementation of the 11 hour, 25 minute Operations/Patrol shift).
- Renumbered to paragraph 11.5.

Article 12 - Sick Leave

12.13: Deleted "upon the ratification date of this Agreement;" added "on or before June 30, 2013."

12.14: "For employees whose most recent hire date is on or after <u>June 20, 2013</u> the ratification date of this Agreement (October 1, 2010 – September 30, 2013),..."

<u>Article 13 – Bereavement Leave</u>

- 13.4: Deleted entire paragraph (part-time employee proration).
- 13.5: Renumbered to paragraph 13.4.

Article 14 – Premium Pay

- 14.3: Deleted "Upon ratification..."
- 14.7: Replaced "normal straight time" with "base" rate of pay. Added "but not to exceed the maximum rate of pay assigned to the higher classification." Deleted "more than sixty (60) consecutive scheduled workdays." Added "at least forty (40) consecutive hours, and for any consecutive hours in excess of forty (40), including holidays." Added "of such assignment." Deleted "thereafter."
- 14.8.A.4: Replaced "standby" with "on-call."

<u>Article 15 – Special Duty/Assignments Pay</u>

15.1: Deleted the following units: Drug Task Force, K-9 Unit, Forensic Crime Unit Investigators, Crime Prevention
Officer, School Resource Officer, Mounted Unit, Aviation Unit, Training Unit, Downtown Unit, ALERT, Special
Operations Unit, and Traffic Safety Team. Clarified "Traffic Homicide Investigators who are not assigned to the
Traffic Safety Team." Added "Emergency Services Unit."

Added "With the exception of full time assignment to CID, Ssuch special duty is not to be considered as a separate grade or rank, shall not be recognized for performance of the employee's regular duty assignment, and

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is understood by the parties to be temporary in nature and assigned or withdrawn at the sole discretion of the Chief of Police."

• 15.3: "Employees who are assigned by the City and perform the duties of Field Training Officer (being assigned an officer to train), as listed quarterly, shall receive ninety dollars (\$90.00) \$1.8750 per hour month in addition to any other specialty pay they may receive.

Article 19 – Miscellaneous Employee Benefits

- 19.1: "Beginning with the third <u>Each</u> fiscal year (October 1, 2012 September 30, 2013) of this Agreement (October 1, 2013 September 30, 2016), ..."
- 19.7: "The take-home car program shall be amended as follows:"
- 19.8: Deleted entire paragraph (cell phone stipend).

Article 23 – Job Vacancy-Probation-Promotion

- 23.2: Added language requiring a minimum one year probation, to include a minimum of six months following
 completion of the Field Training Program. Added language requiring extension of probationary period for any
 absence that is greater than two weeks in length, and for the amount of days necessary to ensure a minimum of
 six weeks following completion of the Field Training Program.
- NEW 23.4: Added language detailing the process by which assignment vacancies will be filled at Grace-Dignity Village, the Oaks Mall, North Florida Regional Medical Center, the Downtown Unit, and the Gainesville Airport.

Article 29 - Wages

- 29.1.A: Incorporated language effecting base rate increases, as provided in NEW Exhibit II, effective July 4, 2016.
- 29.1.B: Added language effecting One-Time Payments, as provided in NEW Exhibit II. Added indemnification language.
- 29.1.C: Added language providing that payments made under paragraph 29.1 are to be processed within 60 days of final ratification. Deleted/added "There shall be no Wage General Increases, Base Rate Increases or one-time payments" and "one-time payments" to sunset language.
- 29.3.E: Deleted "Merit, or Performance." Clarified that DROP participants shall receive the one-time payments provided under 29.1.

<u>Article 34 – Billable Services</u>

34.2.B: Deleted "effective upon ratification."

Exhibit II

Retitled "Base Rate Increase and One-Time Payment." Deleted FOP Dues Form. Added listing of employees and payments due under paragraph 29.1.