

Legislative #
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Attorneys and Counsellors at Law

GAINESVILLE OFFICE:
2421 NW 41st Street, Suite A-1
Gainesville, FL 32608
352.374.4001
FAX: 352.374.4046

FORT MYERS OFFICE:
2205 McGregor Boulevard
Fort Myers, FL 33901
239.226.4001
FAX: 352.374.4046

REPLY TO:
Gainesville Office

June 4, 2018

Mayor and City Commissioners
City of Gainesville
P.O. Box 490
Gainesville, FL 32601

**RE : Rejected Recommendations from Special Magistrate –
FOP Gator Lodge #67 and City of Gainesville
PERC Case No: SM-2017-015**

Dear Mayor and Members of City Commission,

This letter is written in accordance with the requirements of Section 447.403 (4)(b), Florida Statutes in preparation for the legislative body public hearing before the City of Gainesville City Commission which is to be scheduled soon.

The recommendations from the Special Magistrate that have been rejected are related to Article 11 – Hours of Work, Article 14 – Premium Pay, Article 19 – Miscellaneous Employee Benefits and Article 29 – Wages. These are the Articles of the collective bargaining agreement that the City Commission will be required to resolve at the close of the upcoming legislative body public hearing.

Attached please find FOP's recommendations for resolving each of these rejected recommendations from the Special Magistrate's Recommended Decision.

We look forward to working with the City Commission in resolving these issues. Thank you in advance for your attention and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "James F. Brantley".

James F. Brantley

Counsel for Gator Lodge #67, FOP

cc: City Manager – Anthony Lyons



FRATERNAL ORDER OF POLICE GATOR LODGE 67

3301 North Main Ter | Gainesville | FL 32609 | www.fop67.org | contact@fop67.org



SUMMARY OF FOP RECOMMENDATIONS TO RESOLVE IMPASSE

Article 11-Hours of Work

- The City proposes a schedule that fluctuates between an 8, a 10, and a 12 hour workday at the discretion of the Chief of Police.
- In addition, the City proposes that employees will work a rotation (actual days of the week one is assigned to work, including weekends) for at least 6 months.
- The FOP proposes that employees remain on the current schedule as it provides predictability, stability, and 50% of weekends off.
- The City proposed to eliminate the shift pick process.
- The FOP supports the current language of the contract that provides for a shift pick process determined by rank and overall seniority, which has been the practice at GPD for over 30 years.

Article 14-Premium Pay

- The City has proposed that annual leave (except holidays) is not calculated in the computation of overtime.
- The FOP suggests that the language remain the same because the city's proposal equates to a pay cut for officers.
- The FOP proposal also provides compensation for attendance of mandatory meetings during off time.

Article 19-Miscellaneous Employee Benefits

- The City has proposed to punish officers by withholding clothing, leather, and dry cleaning allowances for the time that has passed while negotiating and at impasse.
- The FOP proposes that these allowances be paid for all years of the contract.
- The FOP agrees with the City and the recommendation to allow intermittent use of leave bank in accordance with state law.

Article 29-Wages

- The City has proposed the same flat rate wage increase, although they have combined the first two years' offers into one flat rate for the second year, thereby avoiding paying the raises retroactively, as they should be.
- The FOP recommends the implementation of the step plan as proposed by the FOP and recommended by the Special Magistrate.
- The City proposed a one-time, non-pensionable, lump sum payment of \$800 to each employee.
- The FOP recommends an education stipend for employees to encourage applicants with higher education while providing a retention incentive for employees who have attained degrees, in effect promoting a more professional police department.

PROTECTING THE PROTECTOR

ARTICLE 11 HOURS OF WORK

11.1 The provisions of this Article are intended to provide a basis for determining the basic work period and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week or as limiting the right of the City to fix the number of hours of work (including overtime) either per day or per week for such employee. The City has the authority to establish shifts and to use any method in establishing a shift as well as change, increase, decrease, initiate, restrict and cancel a shift in order to meet the needs of the department and to provide superior service to the community.

11.2 BASIC WORK PERIOD

A. The work period for all employees covered by this Agreement, except as otherwise designated by the Chief of Police or as provided for in 11.2B or in 32.1, shall consist of a period of fourteen (14) consecutive days, and the basic work week shall consist of four ten-hour shifts (4x10).

B. The work period for Operations personnel who are assigned to Patrol functions within the Operations Bureau, shall consist of a period of twenty-eight (28) consecutive days. Additionally, the basic work schedule shall consist of an 11 hour, 25 minute day.

C. 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. Shift pick will be done by time in rank, and then by overall seniority.

D. 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 EXCHANGE OF HOURS OF WORK

Upon prior approval by the appropriate managerial employee, an employee may agree with another employee, who is of equal classification, i.e., police officer/corporal for police

officer/corporal, sergeant for sergeant, to work in place of said other employee during that employee's scheduled work assignment subject to the following restrictions:

- A. No employee shall be permitted to have another employee substitute for him/her except for periods of short duration and, in no case, in excess of two (2) consecutive work shifts. Further, the exchange of time shall not result in any employee working back-to-back shifts.
- B. The City shall compensate the employee who was scheduled to work in the amount he/she would have earned had he/she worked and shall in no manner be liable for any wages for the hours worked by the substitute employee.
- C. The hours worked by the substitute employee shall not be considered hours worked by or paid for to the substitute employee.
- D. The exchange of time shall not cause the City overtime or premium pay or other inconvenience.
- E. The exchange of time shall be because of the employee's desire or need to attend to personal matters and shall not be used for other outside employment activities.
- F. The request for the exchange of time form will be signed by the appropriate parties in advance of the changed schedule.
- G. An employee who has agreed to substitute for another employee and fails to report for the agreed duty assignment, will be subject to disciplinary action.

11.4 LUNCH

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

ARTICLE 14
PREMIUM PAY

14.1 The provisions of this Article are intended to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at premium rates.

There shall be no duplication or pyramiding in the computation of overtime, callout pay or court pay and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked.

14.2 All overtime shall be authorized by the Chief of Police or other designated managerial employee(s), if such authority has been specifically delegated to him/her/them. Opportunities to work scheduled overtime will be distributed equally as is practicable among employees, provided the employee is qualified to perform the specific overtime work required.

14.3

A. Only authorized and approved work performed in excess of one hundred sixty (160) hours in a twenty-eight- (28-) day work period for all employees assigned to said work period shall be paid at the premium rate of one and one-half (1½) times the employee's straight time hourly rate of pay ~~as set forth in Exhibit-I~~. Further, nothing herein shall require the payment of time and one-half (1½) when an insubstantial amount of time is worked in excess of the normal workday. For the purpose of this Article, an insubstantial amount of time shall be considered any period of time less than seven (7) minutes.

B. Only 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 premium rate of one and one-half (1½) times the employee's straight time hourly rate of pay ~~as set forth in Exhibit-I~~. Further, nothing herein shall require the

payment of time and one-half (1½) when an insubstantial amount of time is worked in excess of the normal workday. For the purpose of this Article, an insubstantial amount of time shall be considered any period of time less than seven (7) minutes.

C. All employees in positions eligible for overtime shall receive pay for attending "Community Policing Events" as defined by the Chief of Police or Designee (e.g., crime watch meeting, neighborhood cleanup, National Night Out, etc.) in accordance with the following:

1. When attendance at a "Community Policing Event" begins while on duty and continues past the end of the normal duty shift, or begins prior to the start of the normal duty shift and continues into the normal duty shift, the time shall be considered a continuation of the normal workday.
2. When attendance at a "Community Policing Event" begins and ends while off duty, the employee shall receive premium pay at a rate of one and one-half (1½) times his/her straight time rate of pay for all hours worked while attending such Community Policing Events or the employee shall receive a minimum guarantee of two (2) hours at one and one-half (1½) times his/her straight time rate of pay, whichever is greater.

D. All employees shall receive pay for attending mandatory "Administrative Meetings" (e.g. Tactical Briefings, Command Staff, etc.) while off duty in accordance with the following:

- 1. When attendance at a mandatory "Administrative Meeting" begins while on duty and continues past the end of the normal duty shift, or begins prior to the start of the normal duty shift and continues into the normal duty shift, the time shall be considered a continuation of the normal workday.**
- 2. When attendance at a mandatory "Administrative Meeting" begins and ends while off duty, the employee shall receive overtime pay at a rate of one and one-half (1½) times his/her straight time rate of pay for all hours worked while attending such "Administrative Meetings" or the employee shall receive a minimum guarantee of two**

(2) hours at one and one-half (1½) times his/her straight time rate of pay, whichever is greater.

3. The employee shall be given the option to adjust his/her schedule to ensure that the Administrative Meeting falls within his/her regularly scheduled hours of work for that day.

DE. When an off-duty employee covered by this Agreement is directed by a supervisor to place a telephone call in furtherance of City business, and the employee engages in the directed telephone activity for more than an insubstantial amount of time in any particular instance, then, after supervisory verification of the necessity and duration of the call (such may include obtaining statements from the participants to the phone call), the time involved in such telephone call shall be considered authorized and approved work within the meaning of this section.

EE. In lieu of being paid overtime as described in this article an employee, with approval of the shift supervisor, may adjust his/her schedule within the same work period on an hour-for-hour basis.

14.4 Vacations, holidays and all other paid leaves, except sick leave or hours compensated for as call-out, 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 vacation and sick leave leave shall count as hours worked when an employee is required to work overtime.

A. When an employee is required to work overtime with less than one week notice, the employee will be paid double time (two times the employee's base rate of pay).

14.5 CALL-OUT

A. All employees in a position eligible for overtime are entitled to "call-out" pay if he/she is ordered to and does report with less than sixteen (16) hours notice. Such employee shall receive the premium rate for all such unscheduled hours that he/she actually works, with a minimum guarantee of three (3) hours at such rate.

B. All employees in a position eligible for overtime are entitled to a minimum of two (2) hours of work adjustment time if he/she is ordered to and does report with more than sixteen (16) hours notice. Such time shall be taken within the work period. It is understood that only hours compensated for shall be counted toward hours worked for the purpose of computing overtime. A grievance involving this subsection may only be grieved to the second step of the grievance procedure.

14.6 STAND-BY

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

14.7 OUT OF CLASS

Employees assigned by their Department Head or his/her designee to work out-of-class as a Lieutenant for ~~a full shift~~ any amount of time shall be paid ten percent (10%) above their base rate of pay, but not to exceed the maximum rate of pay assigned to the higher classification. Employees assigned by their Department Head or his/her designee to work out-of-class as a Sergeant for ~~at least forty (40) consecutive hours, and for any consecutive hours in excess of forty (40), including holidays, a full shift~~ shall be paid five percent (5%) above their base rate of pay for each full shift of such assignment.

14.8 COURT TIME

A. Employees shall receive court pay in the following manner:

1. When their court appearance begins while on duty and continues past the end of the normal duty shift, or begins prior to the start of the normal duty shift and continues into the normal duty shift, they will be permitted to retain witness fees, including travel time, and shall be considered a continuation of normal duty shift.

2. When the court appearance begins and ends while off duty, they shall retain the witness fee and receive premium pay for court time with a minimum payment of three (3) hours in addition to the witness fee.
 3. A telephone deposition of the employee while off duty shall be compensated with a minimum of one hour's pay.
 4. An employee placed on on-call status for court duty, while off duty, shall receive a minimum of three (3) hours premium pay for each date that they are required to serve such on-call. For purposes of this paragraph, "on-call" means to be prepared to respond within one (1) hour in court-appropriate attire to a court appearance while off duty.
- B. An employee who is excused from jury duty or from appearance as a witness during his/her normal working hours must report to his/her supervisor to determine if he/she will be required to work the remainder of his/her normal work schedule.

ARTICLE 19

MISCELLANEOUS EMPLOYEE BENEFITS

19.1 The City, during the term of this Agreement (October 1, 2013~~6~~ – September 30, 201~~6~~~~9~~), will provide a dry cleaning allowance each year of the agreement in the amount of \$550.00. One-half (½) shall be paid on a pro-rata basis on or about October 1st, and April 1st.

The City, during the term of the Agreement (October 1, 2013~~6~~ – September 30, 201~~6~~~~9~~), shall provide an annual clothing allowance to all personnel assigned to plain clothes each year of the agreement in the amount of: \$575.00. One-half (½) shall be paid on a pro-rata basis on or about September 30, and April 1st.

Each fiscal year of this Agreement (October 1, 2013~~6~~ – September 30, 201~~6~~~~9~~), all employees covered by this Agreement shall receive one hundred (\$100.00) dollars annual leather allowance, to be paid within the first quarter of the fiscal year.

In the event ratification occurs after one or more payments would have been made, the City agrees to provide full payment for any part of the allowances described above that are otherwise due. Such payment shall be made within sixty (60) days of ratification of this Agreement.

There shall be no allowances under this article after September 30, 201~~6~~~~9~~, unless and until there is a new Agreement in effect providing for such allowance.

19.2 Annual health assessments will be given employees covered by this Agreement.

Periodic physical examinations will be given to 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 Employee Health Services and/or City doctor may prescribe more extensive tests (e.g., stress, EKG) should the physical history or preliminary lab work indicate a need for a more extensive physical examination.

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

19.6 General: Leave Bank

A. An employee having used all his/her sick and vacation leave due to absence resulting from a serious illness, accident or disability of the employee, or of the employee's immediate household family (defined as spouse, or certified/registered domestic partner or dependent children, or mother, or father, living in the same domicile), where the employee's presence is needed, may receive vacation leave donated on a strictly voluntary basis by fellow employees. Fellow employees may contract to donate a minimum of two (2) hours of their vacation leave time to the affected employee. The maximum number of hours an employee may donate is forty (40) hours for employees working a 40-hour workweek. The total donated time from fellow employees shall not exceed 480 hours, except as provided below.

There shall be no restrictions on the amount of hours that may be donated in instances where the serious illness, accident or disability is expected, based upon a reasonable medical probability, to result in death within one (1) year from the creation of the leave bank.

B. ELIGIBILITY

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

C. TIME LIMIT

The sick or disabled employee will remain on the payroll until he/she is able to return to work, donated leave expires, or until the doctor determines the employee's illness or accident has become a total and permanent disability, whichever comes first. If the illness or accident is total and permanent, employee should file for disability retirement with the Social Security

Administration and the City of Gainesville. During the time in which the sick or disabled employee is receiving donated vacation leave from fellow employees, he/she will not be eligible to earn (accrue) sick leave or vacation leave. In the case of the employee whose immediate household member is sick or disabled, such employee shall remain on the payroll until his/her presence is no longer needed or the donated leave expires. While the employee remains on payroll in this situation, he/she will not be eligible to earn (accrue) sick leave or vacation leave.

D. Employees may use donated leave on an intermittent basis, provided such usage is only for the same purpose for which the leave bank was originally established.

DE. In addition to the procedures described in items A through **CD** above, an employee may, with the following additional restrictions, receive voluntarily donated vacation leave in advance of having used up all of his or her sick leave. In those situations where an employee is absent due to serious illness, accident or disability, which condition is expected, based upon reasonable medical probability, to result in death within one (1) year from the creation of the Leave Bank, the Leave Bank may be created and donated vacation leave credited to the employee's sick leave account prior to the employee having exhausted his or her own earned sick leave. Utilization of donated vacation leave in this manner is limited to those situations in which the employee, at the time the authorization to create a Leave Bank is given, had at least eighty percent (80%) of the credited service needed for normal retirement and was otherwise eligible for normal retirement.

19.7 The take-home car program:

A. All employees who have a Police Department take-home vehicle, shall be permitted to use the take-home vehicle within Alachua County for the purposes of driving to and from work, attending accredited schools (educational classes), picking up uniforms from the dry cleaners, or engaging in physical fitness activity, or unless justified for operational purposes designated by the Chief, i.e. on call.

B. In addition, employees may transport passengers who are not City employees and are not on City business during the employee's off-duty hours under the following conditions:

- 1.** Passengers are restricted to the employee's family members as defined in Article 12.2D of this Agreement;
- 2.** Transportation is limited to driving family members to and from daycare or school;

3. The employee must submit a list of those family members to be transported, along with the address(es) of the daycare or school, to the Chief of Police or designee and receive written approval prior to transporting any person not a City employee or a person on City business;
4. Any change in the number or identity of family members to be transported must be made in writing to the Chief of Police or designee for approval at least fifteen (15) days prior to beginning the change;
5. The officer shall purchase at his/her sole expense, liability coverage on the vehicle assigned to him/her and the City of Gainesville shall be named an additional insured. The employee must also provide Personal Injury Protection (PIP) coverage as required by statute. The limits of the liability coverage shall be at least \$100,000 per individual and \$300,000 per occurrence. Proof of insurance shall be submitted to the Chief of Police or designee upon beginning this program and shall be verified on an annual basis.
6. The officer shall maintain the required automobile liability and PIP coverage for as long as the member participates in the take-home vehicle program and when passengers under this subsection may be transported. The required automobile liability and PIP coverage shall be in place prior to the officer transporting a family member in the City vehicle. Thirty (30) days notice shall be provided to the City of Gainesville before the insurance coverage on the vehicle can be cancelled or reduced below required limits;
7. The officer shall execute an affidavit, prior to transporting any family member, that he/she has read the conditions and that he/she has complied with said conditions;
8. Failure to adhere to all of the conditions provided herein shall subject the member to disciplinary action up to and including termination.

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

D. Employees shall not be eligible for a take-home vehicle unless they live within Alachua County.

E. Employees shall not be eligible for a take-home vehicle while on restricted duty or while suspended from duty

ARTICLE 29

WAGES

29.1 Merit Wage Increase

A. Period Covered by Agreement

This agreement shall cover fiscal years 2017, 2018, and 2019: October 1st, 2016 through September 30th, 2019. Effective upon ratification, bargaining unit members shall be eligible for a merit wage increase calculated using the formula and method described in 29.1.B, with any and all rights and benefits calculated retroactively to the beginning of the period covered by this agreement.

To receive the merit wage increase, an employee must receive an overall score of 3.0 or greater on their annual performance evaluation. Employees must also be a bargaining unit member and must be employed by the City of Gainesville at the time of final ratification of this Agreement.

B. Wage range and calculation

The salary ranges displayed as hourly rates are set as follows:

	<u>Minimum</u>	<u>Maximum</u>	<u>Linear Increments</u>
<u>Officer</u>	<u>\$20.6671</u>	<u>\$30.6671</u>	<u>17</u>
<u>Corporal</u>	<u>\$22.9357</u>	<u>\$33.9689</u>	<u>17</u>
<u>Sergeant</u>	<u>\$24.7640</u>	<u>\$36.8094</u>	<u>17</u>

The defined values for each year of service in a given rank are achieved by dividing the range by the Linear Increment value, and incrementally adding that value.

<u>Range Table</u>						
<u>Incr</u>	<u>Ofc</u>		<u>Cpl</u>		<u>Sgt</u>	
<u>1</u>	\$20.6671	\$42,987.57	\$22.9357	\$47,708.36	\$24.7640	\$51,509.11
<u>2</u>	\$21.2553	\$44,211.10	\$23.5848	\$49,058.30	\$25.4725	\$52,982.90
<u>3</u>	\$21.8436	\$45,434.63	\$24.2338	\$50,406.24	\$26.1811	\$54,456.69
<u>4</u>	\$22.4318	\$46,658.16	\$24.8828	\$51,758.17	\$26.8897	\$55,930.48
<u>5</u>	\$23.0200	\$47,881.69	\$25.5318	\$53,106.11	\$27.5982	\$57,404.27
<u>6</u>	\$23.6083	\$49,105.22	\$26.1808	\$54,458.05	\$28.3068	\$58,878.08
<u>7</u>	\$24.1965	\$50,328.74	\$26.8298	\$55,805.99	\$29.0153	\$60,351.86
<u>8</u>	\$24.7847	\$51,552.27	\$27.4788	\$57,155.93	\$29.7239	\$61,825.65
<u>9</u>	\$25.3730	\$52,775.80	\$28.1278	\$58,505.87	\$30.4324	\$63,299.44
<u>10</u>	\$25.9612	\$53,999.33	\$28.7768	\$59,855.80	\$31.1410	\$64,773.23
<u>11</u>	\$26.5495	\$55,222.86	\$29.4258	\$61,205.74	\$31.8495	\$66,247.02
<u>12</u>	\$27.1377	\$56,446.39	\$30.0748	\$62,555.68	\$32.5581	\$67,720.81
<u>13</u>	\$27.7259	\$57,669.92	\$30.7239	\$63,905.62	\$33.2666	\$69,194.60
<u>14</u>	\$28.3142	\$58,893.45	\$31.3729	\$65,255.56	\$33.9752	\$70,668.39
<u>15</u>	\$28.9024	\$60,116.98	\$32.0219	\$66,605.50	\$34.6837	\$72,142.18
<u>16</u>	\$29.4906	\$61,340.51	\$32.6709	\$67,955.44	\$35.3923	\$73,615.97
<u>17</u>	\$30.0789	\$62,564.04	\$33.3199	\$69,305.37	\$36.1008	\$75,089.76
<u>18</u>	\$30.6671	\$63,787.57	\$33.9689	\$70,655.31	\$36.8094	\$76,563.55

Police Officer

Each employee who has attained the rank of Police Officer (sworn) shall be subject to a salary calculation where years of service is rounded up to the nearest whole number, being assessed and credited on each anniversary date. That rounded up value shall relate to an hourly rate identified in 29.1.B.

Police Corporal

Each employee who has attained the rank of Police Corporal shall have their salary calculated via the following steps:

1. Calculate value of salary while sworn Police Officer via prior described method.

2. Add a 5% value to promotion selecting the defined value equal to, or greater than, the calculated value.

3. Advance the Police Corporal through the defined salary values, crediting each year of time in grade with a full increment of defined value.

Police Sergeant

Each employee who has attained the rank of Police Sergeant shall have their salary calculated via the following steps:

1. Calculate the value of salary while sworn Police Officer via prior described method.

2. Calculate the value of salary while Police Corporal via prior described method.

3. Add a 5% value to promotion selecting the defined value equal to, or greater than, the calculated value.

4. Advance the Police Sergeant through the defined salary values, crediting each year of time in grade with a full increment of defined value.

In no case shall an employee suffer a reduction in their current base rate of pay due to the preceding calculation.

C. Prior Law Enforcement Service Credit

Prior law enforcement service credit is a salary incentive program for prospective police officer candidates who have prior law enforcement experience with another law enforcement agency. Current employees who meet the criteria will have the incentive credited to their calculation of years of service under the Police Officer calculation as described above. Employees with less than five (5) years of prior law enforcement experience shall be credited one (1) year of adjusted service. Employees with five (5) or more years of prior law enforcement experience shall be credited two (2) years of adjusted service.

Employees who have prior service with the Gainesville Police Department shall be credited their full prior service years up to three (3) years of credited service.

D. Education Stipend

Employees who have at any point obtained an advanced degree shall be eligible to receive an annual retention incentive equal to \$1,000 per year for Bachelor's degree, or \$1,400 per year for a Master's degree or equivalent. The education stipend is unrelated to, and independent of, any other educational incentive offered by the City of Gainesville or other entity.

E. The processing of increases under 29.1 shall occur within 60 days of final ratification of this Agreement, unless otherwise agreed to as a result of negotiations in accordance with Ch. 447 FS. There shall be no General Increases, Base Rate Increases or one time payments, except for those provided for herein, unless and until there is a new agreement in effect providing for such increases or one-time payments.

29.2 Merit or Performance Increases

A. ~~Effective October 1, 2013 through September 30, 2016, there shall be no Merit Increases.~~

B. ~~For regular (non-probationary) employees, the review period is a one-year period from October 1 through the next September 30. Employees will continue to be reviewed, but there will be no Merit Increases associated with these reviews.~~

C. ~~There shall be no Merit or performance Increases after the expiration date of this Agreement unless and until there is a new agreement in effect providing for such increases.~~

29.3 Assignment and Promotion

A. Promotion

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

B. Transfer

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

C. Temporary Assignments.

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

D. Demotion

When an employee is demoted to a position in a job classification with a lower pay grade, the employee shall be paid a salary calculated based on resulting rank and time in service.

E. Deferred Retirement Option Program

Employees participating in the DROP shall be eligible to receive the Wage increases provided in 29.1 or 29.2. Any wage increase provided by this contract shall not be construed to cause a renegotiation of an employee's DROP contract without the consent of both parties, nor shall it in any way modify the benefits or obligations agreed upon by both parties in existing DROP contracts.

There shall be no one-time payments to employees participating in the DROP, other than those provided for herein, unless and until there is a new contract in effect providing for such one-time payments.

29.4 In the event an employee is subject to an income deduction order, the City shall charge the employee an administrative fee, or fees, in accordance with limits established by law.