

City of Gainesville
Full-time Equivalent City Government Employees by Function/Program
Last Ten Fiscal Years

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Charter Offices:										
City Commission	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
Clerk of the Commission	8.00	8.00	6.50	6.50	5.50	5.50	5.50	5.00	5.00	5.00
Assistant City Manager	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
City Manager's Office	6.00	5.00	4.00	4.00	5.00	5.00	5.00	4.35	4.35	8.35
City Auditor's Office	5.50	5.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	5.50
City Attorney's Office	16.00	16.00	15.00	15.00	17.00	17.00	18.00	17.00	17.00	17.00
Equal Opportunity Office	6.00	6.00	6.00	6.00	6.00	6.00	7.00	7.00	9.00	8.00
General Government:										
Administrative Services	4.50	4.50	4.00	4.00	4.00	4.00	4.00	3.70	3.70	3.65
Computer Services	18.00	17.00	19.00	17.00	-	-	-	-	-	-
Budget & Finance	45.50	47.00	36.00	37.00	37.00	37.00	37.00	37.00	36.50	38.50
Human Resources	19.00	19.00	15.00	15.00	16.00	16.00	17.00	16.00	16.00	25.00
Risk Management	15.00	15.00	15.00	15.00	16.00	16.00	16.50	16.50	16.50	16.50
Communications and Marketing	7.00	5.00	4.00	4.00	4.00	4.00	4.00	4.50	4.00	5.00
Public Safety:										
Police										
Officers	284.00	299.00	295.00	301.00	301.00	301.00	306.00	305.00	307.00	308.00
Civilians	94.00	87.00	80.00	80.00	80.00	80.00	85.00	83.00	86.00	89.00
Fire Rescue										
Officers	144.00	144.00	155.00	158.00	158.00	158.00	166.00	167.00	166.00	167.00
Civilians	10.00	9.00	10.00	7.00	7.00	7.00	8.00	7.00	8.00	7.00
Physical Environment:										
Codes Enforcement	19.00	19.00	16.00	16.00	16.08	16.08	16.02	16.02	16.30	26.00
Planning & Development Services	46.50	48.00	38.00	38.50	39.50	39.50	40.50	40.50	41.50	49.50
Community Development	-	-	-	-	-	-	-	-	-	-
Building Inspection	-	-	-	-	-	-	-	-	-	-
Public Works	163.75	164.75	160.38	161.87	163.38	163.38	162.38	157.38	158.75	159.00
Facilities Management	-	-	-	-	-	-	-	-	-	-
Transportation:										
Regional Transit System	235.00	236.00	238.00	262.50	272.50	269.50	289.50	289.50	296.50	298.50
General Services/Facilities Management	52.00	51.00	48.38	48.38	48.38	48.38	22.00	22.00	22.00	23.00
Fleet Management	-	-	-	-	-	-	25.38	25.38	25.00	26.00
Economic Environment:										
Housing	8.00	5.00	1.00	1.70	1.57	1.60	1.57	2.00	1.57	1.57
Community Development Block Grant	4.00	4.00	9.00	8.30	8.30	8.30	8.41	7.98	8.13	8.13
Community Redevelopment Agency	8.00	10.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00
Economic Development	-	-	-	-	1.00	1.00	1.00	1.00	1.00	1.00
Culture & Recreation:										
Parks, Recreation and Cultural Affairs	103.00	102.00	80.50	80.50	78.50	78.50	79.50	77.00	83.25	89.25
Cultural Affairs	-	-	-	-	-	-	-	-	-	-
Recreation & Parks	-	-	-	-	-	-	-	-	-	-
General Manager for Utilities	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Source: City of Gainesville Budget Division, FTE Report

Notes: In 2014 the General Services Department was restructured into Facilities Management and Fleet Management.

In 2011 the General Government Computer Services department merged with that of Gainesville Regional Utility (GRU). These positions were absorbed by GRU and now provide support to the General Government as contract services.

In 2007, a reorganization was put in place to streamline planning & permitting processes.

In 2006, a major reorganization was implemented which combined various departments. Finance and the Office of Management and Budget were combined into Budget and Finance, Building Inspections was combined with Public Works, Facilities Management and Fleet were combined into General Services, and Cultural Affairs and Recreation & Parks were combined into Parks, Recreation and Cultural Affairs.

City of Gainesville
Operating Indicators by Functional Department
Last Ten Fiscal Years

	2013	2014	2015	2016	2017
Fire & EMS ³					
Total EMS incidents per 1,000 population served	118.01	143.92	14.77	147.79	143.43
Total Non-EMS incidents per 1,000 population served	24.74	17.19	17.84	28.34	26.37
Total arson incidents per 10,000 population served	1.29	1.84	1.02	1.02	0.77
90 th percentile Turnout Time for Fire Apparatus to EMS Incidents	1:27	1:34	1:21	1:15	1:20
90 th percentile Turnout Time for Fire Apparatus to Building Fires	1:28	1:41	1:34	1:31	1:32
90 th percentile Travel Time for Fire Apparatus to EMS Incidents	7:47	6:37	6:42	6:50	6:40
90 th percentile Travel Time for First Arriving Unit at Building Fires	6:33	6:24	5:59	5:26	5:21
Fleet					
Average age of police vehicles (months)	53	49	48	54	58
Average age of fire apparatus (months)	120	128	102	101	95
Hours billed as a percentage of hours available	80.3%	78.0%	83.0%	86.0%	84.0%
No. of work orders completed - police vehicles	1,220	1,243	1,159	1,246	1,179
No. of work orders completed - fire apparatus	174	190	213	217	236
Total vehicle and heavy equipment work orders	8,175	9,397	8,262	7,937	7,720
Highway and Road Maintenance					
Number of potholes repaired	2,360	6,094	4,609	1,358	1,279
% lane miles assessed as satisfactory or better	72.0%	75.0%	74.0%	73.7%	73.7%
Number of linear miles swept	14,337	14,337	13,894	13,894	3,473
Housing					
# of homes purchased or constructed	12	8	14	14	15
Number of properties rehabilitated	40	30	28	13	16
Number of families served through housing programs	344	210	175	164	263
Police					
Police 911 calls received	132,229	121,872	157,685	162,375	161,201
UCR Part I violent crimes reported per 1,000 pop	6.37	6.56	6.64	7.00	7.33
% of UCR Part I violent crimes cleared	64.65%	63.83%	76.44%	66.89%	55.46%
UCR Part I property crimes reported per 1,000 pop	40.88	37.70	34.88	38.51	36.81
% of UCR Part I property crimes cleared	31.19%	31.07%	36.54%	32.63%	20.69%
Injury-producing traffic accidents per 1,000 pop	11.21	6.77	14.23	7.63	8.07
Traffic fatalities per 1,000 population	0.02	0.08	0.11	0.12	0.12
Moving violation citations issued per 1,000 pop	208.44	198.72	159.43	117.31	179.89
DUI arrests per 1,000 population	2.93	2.38	2.37	1.40	1.76
Purchasing					
Dollar amount of purchasing card expenditures	\$ 4,450,648	\$ 4,139,136	\$ 4,159,386	\$ 4,491,334	\$ 4,364,407
Number of purchasing card transactions	15,191	14,586	1,588	17,341	16,227
Average number of days for a formal bid process	53	45	45	45	45
Refuse & Recycling					
Avg # accounts served per on-route hour	133	139	136	134	101
Tons of refuse collected & disposed	20,081	20,522	20,827	20,679	20,688
Tons yard waste collected & composted ²	8,576	9,079	9,127	9,886	8,612
Tons recycling materials collected	4,912	5,043	4,809	4,833	4,964
Complaints per 1,000 accounts	54	119	120	156	156
Utility					
Residential customers - Electric	82,440	83,117	83,796	84,069	85,229
Commercial & industrial - Electric	10,467	10,602	10,677	10,726	11,043
Customers - Natural Gas	33,465	33,780	34,152	34,496	34,942
Customers - Water	69,847	70,300	70,903	71,546	72,136
Customers - Wastewater	63,001	63,501	64,121	64,781	65,591

Sources:
Gainesville Regional Utilities Annual Report; ICMA Center for Performance Measurement.

Note:

¹ GASB Statement 44 was implemented in fiscal year 2005, in future years, additional years will be reported.

¹ As of 2008 the yard trash situation has changed; it all still gets reused, but much of it becomes boiler fuel instead of being composted now. It depends on the markets for composted materials vs. boiler fuel.

² In 2011 the Fire department adapted new reporting software for tracking operational indicators using the 90th percentile
The 90th percentile is the performance baseline that indicates that 90% of the performance occurs below the time stated in

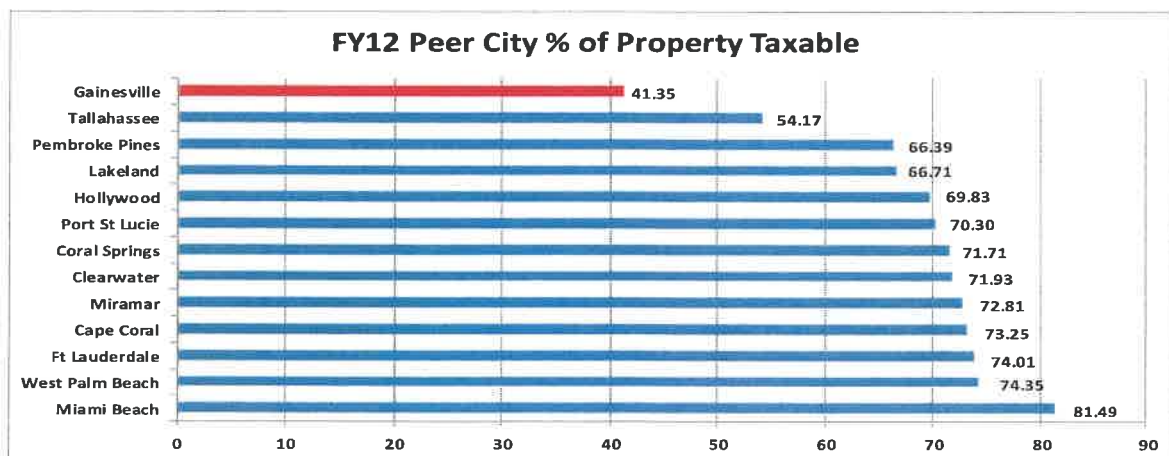
(concluded)

Property Tax

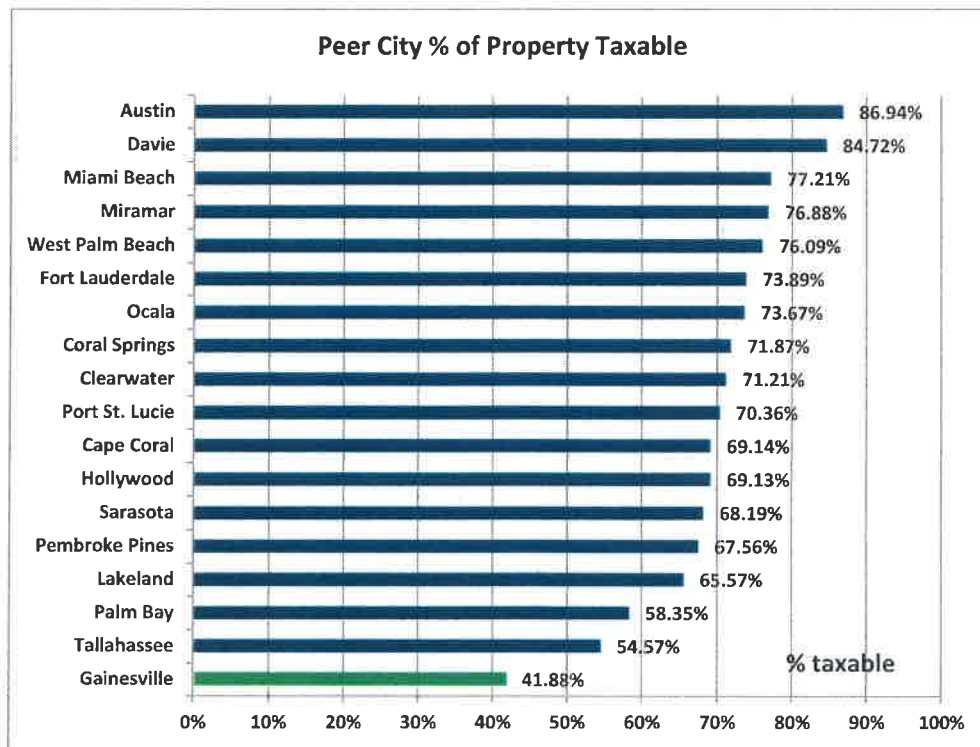
The City's taxable property value for FY13 was \$5.17 billion. For the FY14 Plan, using the then most recent State of Florida Ad Valorem Revenue Estimating Conference forecast, Alachua County's tax base was projected to decline by 1% between FY13 and FY14, resulting in a FY14 Plan taxable base estimate of \$5.12 billion. This tax base produced a FY14 Plan property tax revenue estimate of \$22,193,003. The certified taxable value received from the Property Appraiser on June 24 of \$5.14 billion represents slightly less than a one-half of one percent decline from the FY13 level. Therefore, the property tax revenue projection has been revised upward from the FY14 Plan amount by \$108,949. This is based on maintaining the current millage rate of 4.4946, which is 0.0834 mills or 1.83% below the rolled-back rate of 4.5780. The chart below depicts the trend in the City's taxable value over the past ten years. It illustrates that the tax base has declined 12.7% from its peak of \$5.89 billion in FY10 to its current level.



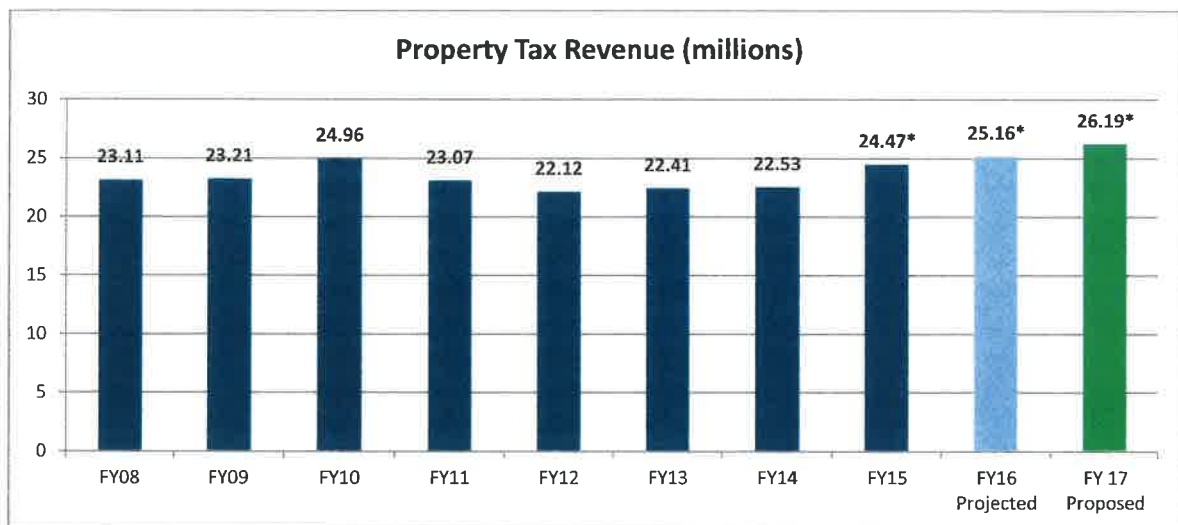
The efficiency of generating revenue through ad valorem levies continues to be impacted by our taxable property profile. The percentage of property on the tax rolls within the City's corporate limits continues to decline, falling to 41.3% in FY12. This is the lowest of any Florida city, and places us well below our peer cities as depicted below.



Of note is the fact that less than 42% of the City's property value is taxable.



Preliminary taxable value numbers for FY17 indicate that our tax base is continuing its slow recovery, with an annual growth of about 4%. The growth is primarily composed of appreciation in value of existing properties, with \$51 million in new construction and \$200 million in valuation growth.



* Includes \$1.4 million from biomass plant that will be passed through to GRU in accordance with new General Fund Transfer formula.

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 ($1\frac{1}{2}$) 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 ($1\frac{1}{2}$) 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 ($1\frac{1}{2}$) 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, 20136 – September 30, 20169), will provide a dry cleaning allowance each year of the agreement in the amount of \$550.00. One-half ($\frac{1}{2}$) 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, 20136 – September 30, 20169), 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 ($\frac{1}{2}$) shall be paid on a pro-rata basis on or about September 30, and April 1st.

Each fiscal year of this Agreement (October 1, 20136 – September 30, 20169), 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, 20169, 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.

~~D~~E. In addition to the procedures described in items A through ~~C~~D 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	\$47,706.36	\$24.7640	\$51,509.11
<u>2</u>	\$21.2553	\$44,211.10	\$23.5848	\$49,056.30	\$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	\$51,756.17	\$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	\$54,456.05	\$28.3068	\$58,878.06
<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.

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

GATOR LODGE #67
FRATERNAL ORDER OF POLICE (FOP),

the Union,

v.

Case No. SM-2017-015

CITY OF GAINESVILLE,

the Employer.

GATOR LODGE #67 FRATERNAL ORDER OF POLICE'S
NOTICE OF PARTIAL REJECTION OF SPECIAL MAGISTRATE'S
RECOMMENDED DECISION

In response to the Partial Rejection of the Special Magistrate's Recommended Decision filed in this matter by the City of Gainesville, and in accordance with Section 447.403(3), Florida Statutes and Rule 60CC-3.008, Florida Administrative Code, Gator Lodge #67, Fraternal Order of Police ("FOP") files its written Notice of Partial Rejection of Special Magistrate's Recommended Decision. This Notice of Partial Rejection includes a statement for the cause for the FOP's rejection of each specific recommendation. A copy of this Notice is being served on the counsel for the City of Gainesville.

FOP **rejects** the following specific recommendations of the Special Magistrate:

Article 29.2 (D) - Wages - Educational Stipend

FOP proposed the establishment of a city-funded education stipend for bargaining unit members who earn a bachelor's or master's degree. Under the FOP proposal this city-funded stipend would be paid to employees over and above any educational stipends available through the State of Florida.

The Special Magistrate recommended against FOP's proposal for a city-funded educational stipend for bargaining unit members.

Therefore, FOP rejects the recommendation from the Special Magistrate regarding the Article 29.2 (D)-Wages (as it relates to a city-funded educational stipend) for the following reasons:

The recommendation fails to compensate bargaining unit members adequately for obtaining advanced educational degrees;

The recommendation will help stave off the attrition of educated police officers who leave for other cities and counties where their advanced education is awarded;

The recommendation is not justified based on wages paid to law enforcement officers in similar agencies in the local operating area and in like-sized governmental units throughout the State of Florida; and

The recommendation would return the city-funded wage recognition that bargaining unit members who had advanced degrees were awarded when they were hired but lost when wage rates were reset in the last collective bargaining agreement.

Respectfully submitted,

A handwritten signature in dark ink, consisting of several loops and a final upward stroke, positioned above a horizontal line.

Jim Brantley

Florida Bar No. 0068294
DONNELLY & GROSS, P.A.
Counsel for Gator Lodge #67, FOP
2421 N.W. 41st Street, Suite A-1
Gainesville, FL 32606
Telephone: 352-374-4001
Facsimile: 352-374-4046
Email: jim@donnellygross.com

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 WORKWEEK**

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 32.1, shall consist of a period of fourteen (14) consecutive days. The normal workday for all employees covered by this Agreement will be an eight (8), ten (10) or twelve (12) hour shift in a twenty-four (24) hour period, as designated by the Chief of Police to meet the Department's operational needs.

D. 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. The department will endeavor to provide at least four weeks' notice prior to the onset of a new, long-term schedule. For purpose of interpretation, 'long-term schedule' shall be defined as a shift rotation lasting at least six months. In addition, except as otherwise determined by the Chief of Police, it is agreed that management will ensure that an employee assigned to a long-term schedule will not be required to work all weekends. In the event there is an individual hardship, deviation from the original assigned schedule will be considered by management on a case by case basis

Exhibit I

- E. 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.

Exhibit I

- 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, call-out 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 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.

Exhibit II

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. 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.
 - E. In lieu of being paid overtime as described in this article an employee may be permitted or required to adjust his/her schedule within the same work period on an hour-for-hour basis.
- 14.4 Except for Holidays, paid leave shall not count as hours worked for the purpose of computing overtime.
- 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

Exhibit II

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 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, 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

Exhibit II

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 Effective upon ratification or resolution of impasse (whichever occurs first), the City, during the term of this Agreement (October 1, 2016 – September 30, 2019), will provide a dry cleaning allowance each year of the agreement in the amount of \$550.00. One-half ($\frac{1}{2}$) shall be paid on a pro-rata basis on or about October 1st, and on or about April 1st. There shall be no retroactive payments for any period prior to ratification or resolution of impasse (whichever occurs first).

Effective upon ratification or resolution of impasse (whichever occurs first), the City, during the term of the Agreement (October 1, 2016 – September 30, 2019), 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 ($\frac{1}{2}$) shall be paid on a pro-rata basis on or about October 1st, and on or about April 1st. There shall be no retroactive payments for any period prior to ratification or resolution of impasse (whichever occurs first).

Effective upon ratification or resolution of impasse (whichever occurs first), each fiscal year of this Agreement (October 1, 2016 – September 30, 2019), all employees covered by this Agreement shall receive one hundred (\$100.00) dollars annual leather allowance, to be paid on or about October 1st. There shall be no retroactive payments for any period prior to ratification or resolution of impasse (whichever occurs first).

There shall be no allowances under this article after September 30, 2019, 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

Exhibit III

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, other than the limits described herein, on the amount of hours that may be donated in instances where the serious

Exhibit III

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. Only leave that may be applied to pension service credit or included as '*earnings*,' as defined in the Consolidated Police Officer and Firefighters Retirement plan, may be donated.

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.

Should an employee return to work prior to exhausting all donated hours, unused hours shall be returned to the donors, except when the employee is returned to duty on a reduced leave schedule basis, i.e., X number of hours per day or X number of days per week, or on an intermittent leave basis, so long as the leave is taken in connection with the original qualifying circumstance.

Exhibit III

- D. In addition to the procedures described in items A through C 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 all but two years or less 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

Exhibit III

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.

Exhibit III

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 One-Time Payment

A.

Effective the beginning of the first pay period following ratification or resolution of impasse, bargaining unit members shall receive a one-time, lump sum, non-pensionable payment of \$800.

B.

The processing of one-time payments under 29.1 shall occur within 60 days of final ratification or resolution of impasse. There shall be no one-time payments, except for those provided for herein, unless and until there is a new agreement in effect providing for such one-time payments.

29.2 Merit or Performance Increases

A. Effective the beginning of the first pay period following ratification or resolution of impasse, Merit Increases shall be provided in accordance with this paragraph (29.2).

B. For regular (non-probationary) employees, the review period is a one-year period from October 1 through the next September 30.

C. To receive the merit increase, an employee must be a bargaining unit member on the effective date of the increase.

Calendar Year	Rating Period	Eligibility	Job Classification	Increase to Annual Base Rate*	Effective Date of Increase
2017	Oct. 1, 2015 – Sept. 30, 2016	Overall performance score of 3.0 or higher	Officer	\$0	N/A
			Corporal	\$0	
			Sergeant	\$0	
2018	Oct. 1, 2016 – Sept. 30, 2017		Officer	\$2,020	Upon ratification or

Exhibit IV

2019	Oct. 1, 2017 – Sept. 30, 2018		Corporal	\$2,310	resolution of impasse
			Sergeant	\$2,825	
			Officer	\$1,040	January 14, 2019
			Corporal	\$1,190	
			Sergeant	\$1,455	

*Any increase shall be limited by the pay range maximum and shall not conflict with an employee's DROP agreement.

Should there be no performance evaluation for an employee for the rating period specified, the most recent available performance evaluation shall be utilized to determine eligibility. In the event an employee, who is otherwise eligible, did not complete his/her **initial** probationary period during the prior rating period, the employee shall become eligible upon satisfactory completion (score of 3.0 or higher) of his/her **initial** probationary period. Payment in those instances shall be made prospectively from the beginning of the first full pay period following completion of the **initial** probationary period.

- D. 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 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

Exhibit IV

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 within the approved range for the lower paid job classification. The rate of pay shall be set by the Human Resources Director.

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.

Exhibit I

City of Gainesville
2016 - 2019 Pay Plan
Police – FOP

Effective 10/1/2016

		Minimum	Midpoint	Maximum
Grade P1	Annual Salary	\$36,067.49	\$45,084.36	\$54,101.23
	Hourly	\$17.3401	\$21.6752	\$26.0102
	7323	Police Officer (non-certified)		

		Minimum	Midpoint	Maximum
Grade P2	Annual Salary	\$41,938.94	\$52,423.68	\$62,908.41
	Hourly	\$20.1630	\$25.2037	\$30.2444

Exhibit IV

7321

Police Officer

Grade P3	Annual Salary	Minimum	Midpoint	Maximum
	Hourly	\$46,132.83 \$22.1792	\$57,666.04 \$27.7241	\$69,199.25 \$33.2689

7313

Police Corporal

Grade P4	Annual Salary	Minimum	Midpoint	Maximum
	Hourly	\$51,042.29 \$24.5396	\$63,802.87 \$30.6745	\$76,563.45 \$36.8094

7331

Police Sergeant

**STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION**

**GATOR LODGE 67, INC.,
FRATERNAL ORDER OF POLICE,**

Employee Organization,

Case No.: SM-2017-015

vs.

CITY OF GAINESVILLE

Employer.

**CITY OF GAINESVILLE'S REJECTION OF THE
SPECIAL MAGISTRATE'S RECOMMENDED DECISION**

Pursuant to Florida Statute Section 447.403(3), the Employer, the City of Gainesville ("City"), rejects the special magistrate's recommended decision received by the parties on May 7, 2018 as to the following issues at impasse between the City and Gator Lodge 67, Inc., Fraternal Order of Police ("Union"):

1. Article 11, Hours of Work
2. Article 14, Premium Pay
3. Article 19, Miscellaneous Employee Benefits
4. Article 29, Wages

The recommended decision as to the issues above are rejected because it is not in the in the public interest, including the interest of the public employees involved.

Respectfully Submitted,



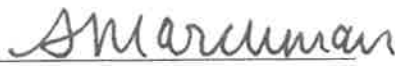
Stephanie M. Marchman
Florida Bar Number 854301
GrayRobinson, P.A.

720 SW 2nd Avenue, Suite 106
Gainesville, Florida 32601-6271
(352) 283-1522/(352) 376-6484 (fax)
stephanie.marchman@gray-robinson.com
Attorney for the City of Gainesville

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing were furnished this 25th day of May, 2018, via United States Mail and email to Jennifer Okwabi, Impasse Coordinator, Public Employee Relations Commission, Suite 300, 4708 Capital Circle Northwest, Tallahassee, Florida, jennifer.okwabi@perc.myflorida.com, and Union Counsel, James F. Brantley, Esquire, and Cole A. Barnett, Esquire, Donnelly + Gross, P.A., 2421 NW 41st Street, Suite A-1, Gainesville, Florida 32606, jim@donnellygross.com, cole@donnellygross.com.

Respectfully Submitted,


Stephanie M. Marchman
Florida Bar Number 854301
GrayRobinson, P.A.
720 SW 2nd Avenue, Suite 106
Gainesville, Florida 32601-6271
(352) 283-1522/(352) 376-6484 (fax)
stephanie.marchman@gray-robinson.com
Attorney for the City of Gainesville



CITY OF GAINESVILLE

Office of the City Manager

DATE: June 4, 2018
TO: Mayor and Members of the City Commission
FROM: Anthony Lyons, City Manager *AL*
SUBJECT: Recommendations of the Special Magistrate and the City Manager
for Resolving the Collective Bargaining Impasse between the City of
Gainesville and the Fraternal Order of Police, Gator Lodge 67

As you're aware, following a reasonable period of negotiation between City management and the Fraternal Order of Police, Gator Lodge 67 ("FOP" or "Union") concerning the terms and conditions of employment of FOP bargaining unit members, impasse was declared by the FOP on May 16, 2017. Following the declaration of impasse, bargaining continued between the parties and the list of disputed issues was reduced to five: Article 8 – Discharge and Discipline, Article 11 – Hours of Work, Article 14 – Premium Pay, Article 19 – Miscellaneous Employee Benefits and Article 29 – Wages.

On October 24, 2017, a special magistrate held a hearing on these remaining disputed issues. On May 7, 2018, the special magistrate transmitted his recommended decision to resolve these issues. The parties then had 20 days to reject the special magistrate's recommended decision. On May 25, 2018, management and the FOP rejected parts of the recommendation of the special magistrate. Specifically, management rejected the special magistrate's recommended resolution of Articles 11, 14, 19 and 29. The FOP rejected part of the recommended resolution of Article 29.

Per Florida Statute Section 447.403, I "shall, within 10 days after rejection of a recommendation of the special magistrate, submit to the legislative body . . . a copy of the findings of fact and recommended decision of the special magistrate, together with [my] recommendations for settling the disputed impasse issues." In addition, I am required to transmit my recommendations to the FOP.



CITY OF GAINESVILLE

Office of the City Manager

Accordingly, the special magistrate's recommended decision is attached hereto. My recommended contract language for settling the remaining issues at impasse is also attached as Exhibits I, II, III, and IV. In sum, I recommend the following:

Article 11 – Hours of Work (attached as Exhibit I)

- Change the basic workweek for patrol from 11.25 hour shifts to 8, 10, or 12 hour shifts as designated by the Chief of Police to meet the Department's operational needs; however, once a shift is selected by the Chief, the shift will stay in place for 6 months and bargaining unit members will receive at least 4 weeks' advance notice of a shift change; and
- Provides that no bargaining unit member will be required to work all weekends; and
- Change the 28-day work period to a 14-day work period; and
- Eliminate shift pick by time in rank and seniority.

Article 14 – Premium Pay (attached as Exhibit II)

- Calculate overtime pay based on work performed in excess of 80 hours in a 14-day work period instead of 160 hours in a 28-day work period; and
- Eliminate paid leave (except for Holidays) as hours of work in the computation of overtime.

Article 19 – Miscellaneous Employee Benefits (attached as Exhibit III)

- Reinstitute dry cleaning, clothing, and leather allowances effective upon ratification or resolution of impasse; and
- Change the leave bank to conform with state law and allow for usage on an intermittent basis.

Article 29 – Wages (attached as Exhibit IV)

- Provide a one-time, non-pensionable, lump sum payment of \$800 to all bargaining unit members, effective upon ratification or resolution of impasse; and
- Provide merit increases to eligible bargaining unit members as follows:



CITY OF GAINESVILLE

Office of the City Manager

- Effective upon ratification or resolution of impasse, eligible members shall receive a base rate increase of \$2,020 (Officers), \$2,310 (Corporals) or \$2,825 (Sergeants) depending on rank (approximately equal to 4% of total base pay for their assigned rank).
- Effective the beginning of the first full pay period in January 2019, eligible members shall receive a base rate increase of \$1,040 (Officers), \$1,190 (Corporals) or \$1,455 (Sergeants) depending on rank (approximately equal to 2% of total base pay for their assigned rank).

cc: Eugenia Allen-Mercado, Human Resources Director
Nicolle Shalley, City Attorney
Stephanie Marchman, Attorney for the City of Gainesville
Jim Brantley, FOP Counsel
Michael Maresca, FOP President

Attachments

Gainesville Police Department

HISTORICAL RAISES

FY17-18	impassé	
FY16-17	impassé	
FY15-16	varied to resolve compression issue	
FY14-15	0	
FY13-14	0	
FY12-13	\$1020 Officer	
	\$1190 Corporal	
	\$1320 Sergeant	
FY 11-12	\$1000 Officer	
	\$1170 Corporal	
	\$1300 Sergeant	
FY10-11	0	