



Legislation Text

File #: 160176., Version: 1

Ratification of Agreement between the Fraternal Order of Police (FOP) Gator Lodge 67, Inc. Bargaining Unit and the City of Gainesville for October 1, 2013 through September 30, 2016 (B)

This Agreement has been reached through negotiations between the Fraternal Order of Police Gator Lodge 67, Inc. and the City of Gainesville, and was ratified by the Fraternal Order of Police Gator Lodge 67, Inc. Bargaining Unit on July 5, 2016. Tentative agreement on all items was reached following a period of impasse, which was declared on June 18, 2015. The parties continued to negotiate, presented arguments over the disputed issues on November 2, 2015, and ultimately reached tentative agreement June 28, 2016. This Agreement extends the current Collective Bargaining Agreement through September 30, 2016.

A number of changes to the 2010-2013 contract were negotiated. Where necessary, dates, policy references, and article reference numbers changed throughout the Agreement. In addition, several substantive changes were agreed to, including the following:

Article 11 - Hours of Work: The parties agreed to memorialize the 11 hour, 25 minute Patrol Shift that has been in place since April 2014.

Article 12 - Sick Leave: Replaced “on or after the ratification date of this Agreement” with the date in ordinance, establishing the cut-off date beyond which sick leave may not be used as credited service for pension purposes. As was required by State law, this was a change negotiated in 2013.

Article 13 - Bereavement Leave: Deleted obsolete verbiage addressing Bereavement Leave accrual for part-time employees. All employees are granted Bereavement Leave on a workday basis, regardless of the length of an employee’s shift.

Article 14 - Premium Pay: Clarified administration of Out of Class pay. Reduced Out of Class pay when working up as a Lieutenant from 10% to 5%. Reduced the threshold for triggering Out of Class pay when working up as a Corporal or Sergeant from 60 consecutive scheduled workdays to 40 hours in a pay period (and for all hours beyond the first 40).

Article 15 - Special Duty/Assignments Pay: Eliminated a number of units or assignments currently eligible for \$60 monthly stipend, particularly those units or assignments that represent an officer’s regular duty assignment. The units or assignments removed from eligibility will be the Drug Task Force, K-9 Unit, Forensic Crime Unit Investigators, Crime Prevention Officer, School Resource Officer, Mounted Unit, Aviation Unit, Traffic Safety Team, Training Unit, Downtown Unit, and Special Operations Unit. The Advanced Law Enforcement Rifle Team (ALERT) has been redesigned and replaced with the Emergency Services Unit, which will continue to be eligible for Special Duty/Assignments Pay. In addition to these changes, the parties agreed to change the amount paid to Field Training Officers, who are assigned an officer to train, from \$90 monthly to \$1.875/hour for each hour assigned to field training. A Field Training Officer working 160 hours in a month as a trainer will now receive \$300/month for such duty.

Article 19 - Miscellaneous Employee Benefits: Reinstated the Dry Cleaning, Clothing and Leather allowances, for the duration of the Agreement. In addition, the parties agreed to eliminate the cell phone stipend. At present, officers are either issued a City cell phone for work purposes, or he/she may choose to use his/her personal cell phone for work purposes.

Article 23 - Job Vacancy-Probation-Promotion: Newly hired officers will now need to serve at least a one

year probation, which will include a minimum of six months following completion of the Field Training Program. Previously, officers served a one year probation, regardless of how much solo time they had, post-Field Training. In addition to this change, the parties agreed to a new paragraph outlining the process for filling assignment vacancies at Grace-Dignity Village, the Oaks Mall, North Florida Regional Medical Center, the Downtown Unit, and the Gainesville Airport. Assignments to these vacancies will be done first on a volunteer basis, with the Chief of Police assigning the least senior employee (who has at least one year of solo experience and has not already worked six months in one of the listed assignments) to any remaining vacancy.

Article 29 - Wages: Eligible members may receive a base rate increase and/or a one-time, non-pensionable payment, per Exhibit II of the Agreement. There are 265 employees listed in the exhibit. Increases will range from \$1.22/annually to \$8,859.13/annually, with 51 receiving no increase. For those due to receive an increase, the average will be \$3,261/annually. The total annualized cost associated with base rate increases will be \$698,000. In addition to the base rate increases, members may receive a one-time, non-pensionable payment. One-time payments will range from \$119.30 to \$6,171, with 13 receiving no one-time payment. The total annualized cost associated with these one-time payments will be \$759,000, of which \$204,000 will be incurred over the remainder of this fiscal year.

The amount distributed as one-time, non-pensionable payments was arrived at by allocating the accumulated amount that would have been paid to the bargaining unit had they agreed to and received the FY 14 budgeted increase of 1½%, as well as the amount that would have been paid to the bargaining unit had the agreed-to base rate increases been effective retroactively to January 2016. Payments under the Wages article are separate from payments as allowances under Article 19 - Miscellaneous Employee Benefits.

A copy of the Agreement is on file in the office of the Clerk of Commission. After July 21, 2016, the Agreement will be on file in the Human Resources Department.

The FY16 cost of the contract is \$1,386,462. Of this \$618,464 is budgeted within GPD's FY16 budget and \$536,688 was assigned in the FY15 year-end General Fund fund balance. \$231,310 will need to be appropriated in excess of the budgeted and assigned amounts.

The City Commission ratify the Agreement between the City of Gainesville and the Fraternal Order of Police Gator Lodge 67, Inc., extending the Agreement through September 30, 2016; and that the Commission appropriate \$536,688 from the assigned General Fund fund balance and \$231,310 from unassigned General Fund fund balance to GPD's FY16 budget to cover the cost of the contract.