



Commission Agenda Item

MEETING DATE: October 21, 2013

SUBJECT: Recommended approval of Police/FOP and City of Alachua 2013-2014 Collective Bargaining Agreement

AGENDA SECTION: Agenda

DEPARTMENT: Compliance & Risk Management

PREPARED BY: Grafton B. Wilson, Director

RECOMMENDED ACTION: Approve the 2013-2014 APD/FOP-City of Alachua Collective Bargaining Agreement negotiated and recommended by staff and authorize the Mayor and City Manager to execute the agreement approved and ratified by the bargaining unit by vote held October 13, 2013.

Summary

City Staff began preparations for negotiating the 2013-2014 APD/FOP-COA collective bargaining agreement and held the first internal planning meeting on May 7, 2013. The first scheduled negotiating session was held September 19, 2013. Sessions followed on 9-30, 10-7 and agreement subject to bargaining unit ratification (vote) and City Commission approval was reached in session on October 10, 2013. Public notice was published for all bargaining sessions and each was held in in the City of Alachua Commission Chambers. The bargaining unit ratified the agreement by twelve to three vote on 10-13-13.

The agreement includes the following changes from the 2012-2013 contract:

Article 9, Bulletin Board and Article 13, Discipline Rules and Regulations

Changes to the City Policies and Procedures Manual will be posted on the FOP bulletin Board 30 days before becoming effective as opposed to the current 14 days of notice. Further, the city will establish an intranet portal for the publication of bargaining unit material. The 30 day notice requirement was also adopted for Article 13 changes in the APD Manual and made consistent with Article 9 changes.

Article 17, Educational Assistance

The City agreed to provide a maximum of \$4,000 (maximum of \$1,000 per individual) in college education assistance to members for the new fiscal year. The benefit has been suspended under prior year agreements. The language of the contract has been changed to parallel the essence of the COA Policies and Procedure Manual. The maximum \$4,000 COA contingent liability is offset by about half in that the 3% across the board (Article 26) pay increase will become effective 10-14-13 and dispersed on the 10-31 pay date.

Article 22, Annual Leave

A provision was added that requires bargaining unit members to, between November 1 and December 31, submit leave (vacation) requests for the following year. This requirement will better allow planning for employee time off and reduce the reoccurring problem of senior employees "losing" time beyond the 240 hour allowed carry over of vacation time. The 240 hour maximum carry over was increased to 264 hours for the new contract year and will fall back to 240 thereafter. The city is committed to reducing all APD bargaining unit employee leave time to the 240 hour total before the end of calendar year 2013.

Article 26, Wages

The budgeted city-wide 3% across the board pay increase was agreed to but effective the first full pay period in the current 2013-2014 Fiscal Year. (October 11, 2013-October 27, 2013)

ATTACHMENTS:

- (1) Red underlined/strike through copy of 2012-2013 FOP/COA contract showing changes included in the proposed agreement.
- (2) Two "Clean" copies of proposed Collective Bargaining Agreement, signed by FOP bargaining agent, for signature of the City Manager and Mayor if approved by recommended motion.

REVIEWED BY CITY MANAGER:

G. Cain

1
2
3 **PREAMBLE**
4

5
6 This agreement is entered into between the City of Alachua (The City”) and the
7 Gator Lodge 67, Fraternal Order of Police, Inc. (“FOP” or “the Union”). The “Police
8 Department” referenced in this Agreement is the Alachua Police Department; hereinafter
9 APD, of the City of Alachua, Florida.

10 It is the intent and purpose of the City and the FOP to set forth herein their entire
11 agreement concerning wages, hours, and other terms and conditions of employment. There
12 shall be no individual arrangement contrary to the terms of this Agreement.

13 This Agreement is primarily intended to promote the interests of the citizens of
14 Alachua and the public in general and having at all times available to them services on the
15 most efficient and economical basis that are practically achievable. The City, the FOP, and
16 each member of the bargaining unit agree to use their best efforts to serve the citizens of the
17 City and the public in general, to see that the public is served efficiently and with dedication
18 to its interests, to assure that the services of the City are provided without interruption and
19 with the highest standards of proper public performance.

20 It is contemplated that this Agreement will serve the public interest by maximizing
21 the efficiency and productivity of employees of the Alachua Police Department by insuring
22 that members of the bargaining unit will at all times be responsive to and make every
23 reasonable effort to carry forward the City’s legitimate activities and functions with
24 promptness and dispatch, and will accept and execute promptly all instructions and orders
25 given to them; and by defining the City’s obligations to the FOP and members of the
26 bargaining unit, and the FOP and members of the bargaining unit’s obligations to the City,
27 thus avoiding disputes; and to provide a procedure for the resolution of claims that this
28 Agreement has been violated by either party, without any interruption of, or other interference
29 with, the operation of the Police Department.

1 “Days” in this Agreement means working days during a pay period.

2 **Article 1**

3
4 **RECOGNITION**

5
6
7
8 1.1 The City hereby recognizes the Gator Lodge 67, Fraternal Order of Police, Inc., hereafter
9 referred to as the FOP to be the exclusive bargaining representative for all matters affecting
10 wages, hours, and working conditions for those employees in the unit certified by the Public
11 Employees Relations Commission. **Certification Number 1791**

12 **Included: All employees of the City of Alachua Police Department in the**
13 **classification of communications operator, patrolman, and sergeant.**

14 **Excluded: All other employees of the City of Alachua Police Department,**
15 **excluding specifically the police chief, the assistant chief, and the**
16 **communications supervisor, and all other employees of the City of Alachua.**

17 1.2 It is further understood and agreed that the FOP shall designate, in writing, those individuals
18 who may speak on its behalf in any matter between the FOP and the City; however, such
19 matters shall include only those matters with which the FOP has the authority regarding its
20 membership. Any written notice designating any individual to speak on behalf of the FOP
21 shall state the period of time for such designation. Furthermore, a written list of the officers
22 and representatives of the FOP, and those individuals who are authorized to speak on behalf
23 of the FOP, shall be furnished to the Chief of Police immediately upon their designation and
24 the Chief of Police shall be notified, in writing, of any changes of said representative within
25 five (5) days of such change.

26 1.3 Nothing in this Article, however, shall prohibit any member of the bargaining unit from
27 discussing any concern, complaint or suggestion with his or her supervisor, Division
28 Commander or Chief of Police.

29 **Article 2**

GRIEVANCE AND ARBITRATION PROCEDURE

1
2
3
4 2.1 In a mutual effort to provide a harmonious working relationship between the parties to this
5 Agreement, it is agreed and understood that there will be procedure for the resolution of
6 grievances between the parties and that such procedure shall cover grievances involving
7 discharge, suspension, demotion, or any other adverse personnel action against a member
8 covered by this Agreement or any other dispute between the City and one or more employees
9 concerning the interpretation or application of, or compliance with the agreement including
10 disputes regarding discipline. The discharge, discipline, demotion, layoff or suspension of
11 probationary/training employees on initial hire or rehire shall not be subject to the grievance
12 procedure of this Agreement.

13 2.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible.
14 Any grievance not answered by Management within the prescribed time limits shall
15 automatically advance to the next higher step. Should the grieving party fail to observe the
16 time limits as set forth in the steps of this Article, grievance shall be considered conclusively
17 abandoned.

18 2.3 Grievances shall be presented in the following manner:

19 **Step 1:** Employee shall first take up grievance with the immediate supervisor within
20 five (5) working days of the occurrence of the event(s) which gave rise to the
21 grievance or from the date which the employee becomes knowledgeable of the cause
22 of action. If the event which gave rise to the grievance occurred at a time when the
23 employee was on annual leave, sick leave or other compensated leave, the five (5)
24 working day period shall commence running immediately upon the employee's
25 return from such compensated leave. The first step shall be on an informal and oral
26 basis. The FOP representative may be present to represent the employee. The
27 immediate supervisor shall render decision within five (5) working days.

1 **Step 2:** Any grievance which cannot be satisfactorily settled with the immediate
2 supervisor shall be reduced in writing by the employee or a FOP representative and
3 shall next be taken up with the Chief of Police through the grievant or the
4 representative of the FOP and the Chief of Police within five (5) working days after
5 completion of Step 1. The Chief of Police shall within five (5) working days after
6 discussion render decision in writing, with a copy to the employee's organization.

7 **Step 3:** Any grievance not satisfactorily settled at Step 2 will be taken up with the
8 City Manager or designee with five (5) days from the date the Chief of Police has
9 rendered decision. The grievance as specified in writing shall be discussed by and
10 between the employee and representative of the FOP and the City Manager within
11 five (5) working days after completion of Step 2. The City Manager shall, within
12 five (5) working days, render a written decision.

13
14 **Step 4:** Arbitration: In the event a grievance processed through the grievance
15 procedure has not been resolved at Step 3 above, the FOP and/or the grievant may
16 request that the grievance be submitted to arbitration within fifteen (15) working
17 days after the City Manager renders a written decision on the grievance. The
18 arbitrator will be any impartial person mutually agreed upon by and between the
19 parties. If an impartial arbitrator cannot be mutually agreed upon within fifteen (15)
20 days after the grievance is submitted to arbitration, then the parties shall jointly
21 request the Federal Mediation and Conciliation Service to furnish a panel of seven
22 (7) names from which each party shall have the option within five (5) days of receipt
23 by striking three (3) names in alternating fashion, with the grieving party striking
24 first.

25 (a) The City and the FOP and/or grievant shall attempt to mutually agree in writing as to
26 the statement of the grievance to be arbitrated prior to the arbitration hearing, and the
27 arbitrator thereafter, shall confine decision to the particular grievance thus specified.

1 In the event the parties fail to agree on the statement of the grievance to be submitted
2 to the arbitrator, the arbitrator will confine consideration and determination to the
3 written statement of the grievance presented in Step 3 of the grievance procedure.

4 (b) The arbitrator shall fashion, an appropriate remedy for violations of the provisions
5 contained in this Agreement.

6 (c) The arbitrator shall have no authority to change, amend, add to, subtract from, or
7 otherwise alter or supplement this Agreement to any part thereof or amendment
8 thereto. The arbitration hearing shall be conducted in accordance with the Rules of
9 Procedure promulgated by the Federal Mediation and Conciliation Service.

10 (d) Each party shall bear the expense of its own witnesses and of its own representatives
11 for purpose of the arbitration hearing. The impartial arbitrator's fee and related
12 expenses and expenses of obtaining a hearing room, if any, shall be equally divided
13 between the parties. Any party desiring a transcript of the hearing shall bear the cost
14 of such transcript unless both parties mutually agree to share said cost.

15 (e) Copies of the arbitrator's award shall be furnished to both parties within thirty (30)
16 days of the close of the arbitration hearing. The arbitrator's award shall be final and
17 binding on the parties.

18 (f) Where a grievance is general in nature, in that it applies to a number of employees
19 rather than a single employee, or if the grievance is directly between the FOP and the
20 City, such grievance shall be presented by the FOP Representative, in writing,
21 directly to the City Manager, (Step 3) within ten (10) working days of the occurrence
22 of the event(s).
23

24 (g) All above-mentioned time frames may be extended in writing by mutual agreement.
25

26 Article 3

27 DUES DEDUCTON

28

1 ~~3.1 Any member of the Bargaining Unit may have membership dues deducted from wages.~~

2 Dues

3 ~~DUES DEDUCTON~~

5 ~~3.1 Any member of the Bargaining Unit may have membership dues deducted from wages.~~

6 ~~Dues~~ shall be deducted once each month and shall thereafter be transmitted to the FOP,
7 accompanied by a list of those employee's names whose dues are included.

8 3.2 The FOP agrees to indemnify, defend and hold the City harmless against any and all claims,
9 suits, orders of judgments brought or issued against the City as a result of any action taken or
10 not taken by the City under the provisions of this Article.

11 **Article 4**

12 **MANAGEMENT RIGHTS**

13
14
15
16
17 4.1 It is the right of the Employer to determine unilaterally the purpose of each of its constituent
18 agencies, set standards of services to be offered to the public and exercise control and
19 discretion over its organization and operations.

20 4.2 In addition, the FOP recognizes the sole and exclusive rights, powers and authority of the
21 Employer further include, but are not limited to, the following: to direct and manage
22 employees of the City; to hire, promote, transfer, schedule, assign and retain employees, to
23 suspend, demote, discharge or take other disciplinary action against employees for proper
24 cause; to relieve employees from duty because of lack of work, funds, or other legitimate
25 reasons; to maintain the efficiency of its operations including the right to contract and
26 subcontract existing and future work; to determine the duties to be included in job
27 classifications and the numbers, types and grades of positions or employees assigned to an
28 organizational unit, department or project; to assign overtime and to determine the amount of
29 overtime required, to control and regulate the use of all its equipment and property; to
30 establish and require employees to observe all its rules and regulations, to conduct

1 performance evaluations; and to determine internal security practices. The Employer agrees
2 that, prior to substantial permanent lay-off of FOP bargaining unit members, it will discuss
3 such with the FOP.

4 4.3 If, in the sole discretion of the City Manager/Designee, it is determined that civil emergency
5 conditions exist, including, but not limited to, riots, civil disorders, severe weather conditions
6 (or similar catastrophe), the provisions of this Agreement may be suspended by the City
7 Manager/Designee during the time of the declared emergency, provided that wage rates and
8 monetary fringe benefits shall not be suspended. Should an emergency arise, the FOP shall
9 be advised as soon as possible of the nature of the emergency.

10
11 **Article 5**

12 **PERSONNEL RECORDS**

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

- 5.1 Each employee covered by this Agreement shall have the right to inspect his or her official personnel file, provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept. The employee shall have the right to make duplicate copies of any items contained in his or her official personnel file.
- 5.2 Employees shall have the right to file a written response to any letter of reprimand or to any document which is placed in the employee's official personnel file as a result of supervisory action or citizen complaint. At the employee's request any such written response shall be included in the employee's official personnel file together with the letter of reprimand or other document against which it is directed.
- 5.3 To the extent permitted by law and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to directly or indirectly furnish the news media or the public with any employee's home address, telephone number or photograph.

1 5.4 The FOP agrees not to directly or indirectly furnish the news media or the public with
2 personnel records without the consent of the City and the employee thus insuring the
3 confidentiality of personnel records other than required by law.

4
5 **Article 6**

6
7 **SENIORITY**

8
9
10 6.1 The City agrees that seniority shall consist of continuous accumulated paid service with the
11 City. It shall be computed from the date of hire. Seniority shall accumulate during leaves of
12 absence due to injury, illness, vacation, or any other leave authorized and approved by the
13 City.

14 6.2 Vacation periods for each calendar year shall be drawn by employees on the basis of
15 seniority.

16 6.3 In the event of a layoff for any reason, employee performance evaluations will be the
17 determining factor used by the City. In the event that more than one employee has the same
18 performance evaluation, employees will be laid off in the inverse order of their seniority.
19 Any employee to be laid off, who has advanced to present classification from a lower
20 classification, in which he held a permanent appointment, shall be given a position in a lower
21 classification in the same department. His or her seniority in the lower classification shall be
22 established according to the date of permanent appointment with the Police Department. No
23 new employee shall be hired in any classification until all employees on layoff status in that
24 classification have had an opportunity to return to work. Employees shall be called back from
25 layoff with the performance evaluation being the determining factor. In the event that more
26 than one employee has the same performance evaluation, employees will be recalled
27 according to the seniority in the classification from which the employee was laid off.

28 6.4 Employees shall be notified of their recall to work by registered letter mailed to their address
29 of record and shall be given fifteen (15) calendar days to return to work. A recalled employee

1 shall notify the employer in writing of the employee's intent to return to work within five (5)
2 calendar days of notice of attempt to deliver the recall letter.

3 6.5 An employee laid off pursuant to this Article, provided the insurance carrier concurs, shall be
4 given the opportunity to continue insurance coverage in existing programs during the layoff
5 provided that the premiums for such insurance programs shall be paid by the employee on a
6 monthly basis in advance of the month due.

7 6.6 Recall will be the current rate of pay for classification but not lower than when the employee
8 was laid off. Upon recall, all credit for seniority shall be restored.

9 In the event of a vacancy in a Department or Division, and/or a promotional vacancy,
10 seniority will be given reasonable consideration, but will not be the determining factor.

11 6.7 Seniority shall also be considered in the selection of any employee to be sent to any type of
12 schooling.

13
14 **Article 7**

15 **LEAVE OF ABSENCE**

16
17
18 **7.1 Leave of Absence Without Pay:**

19
20 The decision to grant leave without pay (leave of absence) is a matter of administrative
21 discretion. It shall be incumbent upon the Chief of Police to weigh and determine each case on
22 its own merits. Any leave of absence for a period of thirty (30) days or more must have the
23 approval of the City Manager. Failure of any employee to return to duty upon expiration of
24 his/her leave of absence shall constitute the resignation of that employee. Holidays, sick leave,
25 annual leave and any other benefits based on time spent in the employment of the City shall
26 not accrue during a leave of absence without pay provided, however, that the employee may
27 maintain health insurance coverage by paying the total cost of his/her group insurance
28 premium. Longevity increases, merit increases and any other increases for which an employee
29 may become eligible based on whole, or in part on length of service with the City shall not be
30 credited during any period of leave of absence without pay.

1 (a) An employee shall return from leave of absence to the same step of his/her salary grade as
2 at the time of commencement of leave of absence.

3 (b) Any employee who is a member of the National Guard or an organized military service unit
4 of the United States will be allowed a leave of absence with pay when called to active duty or
5 for training with the armed forces in accordance with State and Federal Law.

6 **7.2 General**

7 An employee shall return from any leave of absence to the same step of his/her salary grade as
8 at the time of commencement of the leave of absence.

9 Military leave shall be granted in accordance with the provisions of State and Federal Law.

10 All employees entitled to military leave shall give their supervisor an opportunity, within the
11 limits of military regulations, to determine when such leave shall be taken.

12 **7.3 Leave of Absence With Pay**

13 Leave with pay for sufficient cause (including illness) may be granted to regular employees of
14 the City, by the City Manager, up to an including five (5) consecutive working days in any
15 twelve-month period. More extended periods of leave with pay may not be granted except by
16 express approval of the City Commission. This provision is applicable only if all accrued
17 vacation time is exhausted.

18
19
20
21

Article 8

22 **PROBATIONARY / TRAINING PERSONNEL**

23

24 8.1 All new members in the department shall serve a probationary/training period of 365 days,
25 which can be extended for up to 6 months at the discretion of the Chief of Police, during
26 which time they shall not be entitled to any seniority rights but during such period shall be
27 subject to all terms and conditions of this Agreement.

28 8.2 Upon completion of said 365 days, employees shall be shown as regular full time employees
29 and seniority rights shall accrue from the commencement of the probationary/training period.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

Article 9

BULLETIN BOARDS

- 9.1 The City agrees to provide a bulletin board for FOP use at the APD Police Station.
- 9.2 The City shall permit the FOP to post notices of the FOP’s business and matters relating to the administration of this Agreement.
- 9.3 The City will post any proposed changes to Policies and Procedures on the FOP Bulletin Board as Provided in Article 13.3 at least 30 days prior to effective date of the proposed changes, as provided in Article 13.4.
- 9.4 The City shall create a FOP intranet portal where the FOP can post approved material for bargaining unit members.
- 9.5 The City will also post notices to FOP and unit members on the site.

Article 10

VOTING/POLITICAL ACTIVITY

- 10.1 During a primary, general, or special election, an employee who is a registered voter whose hours of work do not allow sufficient time for voting shall be expected to take advantage of early voting, absentee ballot or other options available to the public.
- 10.2 Employees will be allowed to engage in the full range of political activities guaranteed to all citizens while off duty and not in uniform.

Article 11

INTERNAL INVESTIGATIONS & OBLIGATIONS TO THE PUBLIC

- 11.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various

1 duties. Further, the parties recognize that the performance of such duties involves these
2 employees in all manner of contacts and relationships with the public and out of such contact
3 and relationships, questions may arise or complaints may be made concerning the actions of
4 employees covered by this Agreement. Investigation of such questions and complaints must
5 necessarily be conducted by, or under the direction of departmental supervisory officials
6 whose primary concern must be the security of the City and preservation of the public
7 interest.

8 In order to maintain the security of the City and protect the interests of its citizens, the parties
9 agree that the City must have the unrestricted right to conduct investigations of citizens'
10 complaints and matters of internal security; provided, however, that any investigative
11 interrogation of any employee covered by this Agreement relative to a citizen's complaint and
12 or a matter of internal security shall be conducted under the following conditions and
13 following the provisions of F.S.S. 112, the Police Officer's Bill of Rights.

14 A. No employee shall be ordered to submit to any device designed to measure the truth
15 of his/her responses during questioning, provided, however, that there shall be no
16 restriction on the right of any employee to submit to such device on a voluntary
17 basis.

18 B. In the interest of internal security and fairness to the employee under investigation,
19 the City insofar as is legally permissible, agrees to make no conclusionary public
20 statements concerning the validity of the allegations under investigation until such
21 time as the investigation has been completed. In the event the employee under
22 investigation, or any organization or person representing said employee makes public
23 statement concerning the allegations under investigation, the City shall have the right
24 to respond in any manner it deems appropriate.

25 C. In all cases wherein an employee is to be interrogated concerning an alleged
26 violation of the Department's Rules and Regulations which, if proved, may result in
27 dismissal or in some other disciplinary measure, he shall be afforded a reasonable

1 opportunity and facilities to contact and consult privately with an attorney of his/her
2 choosing and the representative of the FOP, who may be present during all
3 interrogation. The attorney and their FOP representative may be present during the
4 interrogation. When the attorney and/or representative is not immediately available
5 and conditions permit, the interrogation will be postponed for twenty-four (24) hours
6 or to a date mutually agreed upon.

7 D. In cases where the City chooses to relieve an employee from duty pending an
8 investigation or other administrative determination, the following conditions will
9 prevail:

10 The employee will remain on full salary and allowances and shall not lose any
11 benefits during this period of time.

12 Should disciplinary action result from the investigation, that period of time in which
13 the employee was relieved from duty will be included in disciplinary action. In the
14 event that an employee has been paid, the employee's accumulated leave or
15 compensatory time shall be charged as a set-off.

16 E. The findings of internal affairs investigations shall be labeled:

17 (1) Unfounded – The act or acts complained of did not occur or did not
18 involve APD personnel.

19 (2) Not-sustained – Insufficient evidence to clearly prove or disprove the
20 allegation/complaint.

21 (3) Sustained – The preponderance of evidence clearly proves the
22 allegation/complaint.

23 (4) Exonerated – The act or acts did not occur, but were justified, lawful and
24 proper.

25 (5) Exonerated due to policy failure – A finding of conclusion that policy,
26 procedure, rule or regulation covering the situation was non-existent or
27 inadequate.

- 1 F. Only “Sustained” complaints will be inserted in an officer’s personnel file.
- 2 G. The charge “conduct unbecoming an officer” can be used provided it is qualified by
3 “in that the officer did (describe the conduct in detail).”
- 4 H. The City shall not discharge or discipline any bargaining unit employee without
5 proper cause and due process, except in layoff situations (Article 4 and Article 6).
- 6 11.2 If the City feels there is proper cause for disciplinary action the employee will be notified in
7 writing that he will be disciplined clearly stating the reasons therefore,
- 8 (1) In the event an employee becomes the subject of a formal Departmental or City
9 investigation arising from a complaint or allegation, the Department or the City,
10 whichever is appropriate, shall notify the employee of the complaint unless a
11 criminal investigation is initiated.
- 12 (2) Upon conclusion of the formal investigation the employee will be notified of the
13 disposition of the complaint.

14
15 **Article 12**

16 **LEGAL BENEFITS**

- 17 12.1 The City will defend employees against any legal actions against them as a result of their
18 actions while acting in the scope of their employment (i.e. in the line of duty), unless such
19 employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and
20 willful disregard of human rights, safety or property. (acting outside legal authority).
- 21 12.2 The City agrees to indemnify all employees against judgments levied against them as a result
22 of their actions while acting in the scope of their employment, unless the employee acted in
23 bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of
24 human rights, safety or property. (outside legal authority).

25
26
27 **Article 13**

28 **DISCIPLINE, RULES AND REGULATIONS**

29

- 1
2 13.1 It is agreed that employees covered by this Agreement shall be subject to the City of Alachua
3 Personnel Policies and Procedures and the Alachua Police Department Operations Manual as
4 either one now exists or may be amended. Should there be any conflict between the
5 provisions of the Operations Manual and the City's Personnel Policies and Procedures, the
6 City's Personnel Policies and Procedures shall prevail. This Agreement shall prevail in any
7 conflict with either the Alachua Police Department Operations Manual or the City of Alachua
8 Personnel Policies and Procedures.
- 9 13.2 Failure of employees to comply with the terms of the City's Personnel Policies and
10 Procedures and the Police Department Operations Manual may result in the imposition of
11 disciplinary action pursuant to the provisions of these above cited Rules.
- 12 13.3 It is the understanding and the intention of the parties that any disciplinary action taken in the
13 case of an employee in this bargaining unit shall be subject to the grievance procedure as
14 provided in Article 3 of this Agreement.
- 15 13.4 New or revised rules implemented within the Police Department Operations Manual and any
16 changes in the City of Alachua Personnel Policies and Procedures, shall be posted on the FOP
17 bulletin board at least ~~two (2) weeks~~ 30 days prior to their effective date. ~~If the proposed~~
18 ~~changes in Policy and Procedures will result in impacting~~ wages, hours or terms and
19 conditions of employment, ~~the City will notify the Union/Bargaining Agent of the proposed~~
20 ~~changes at least two (2) weeks in advance of posting.~~ If the FOP disagrees with a new Police
21 Department rule or City Personnel Policies and Procedures, it shall make a written request for
22 a meeting with the ~~Chief of Police, City Manager, Human Resource Director, or other~~
23 ~~designated representative- designated city bargaining representative~~ to attempt to reach a
24 mutual agreement. ~~Such request-~~The FOP request shall be shall be delivered to the ~~Chief of~~
25 ~~Police, City Manager, Human Resource Director or other designated- designated city~~
26 bargaining representative and the meeting shall be held prior to the proposed effective date of

1 such rule. ~~This two week~~The 30 day posting requirement may be waived by mutual
2 agreement between the local FOP Representative and the ~~Chief of Police~~City Representative.

3 13.5 A copy of the City Personnel Policies and Procedures is issued to each member and on file at
4 the Police Department for the information of all department personnel.

5

6

Article 14

7

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

8 14.1 Employees temporarily filling in an acting capacity, a position in higher rank shall receive the
9 beginning rate of the higher classification. The pay rate will be at the minimum rate of the
10 position being filled or at least five percent (5%) higher than the employee's base rate which
11 ever is greater.

12

13

Article 15

14

TRAINING

15

16 15.1 Where the City requires any employee to attend supervisory training and/or training in
17 specialized techniques, the City will make every reasonable effort to facilitate the employee
18 attending such training during normal working hours. In the event the City is unable to
19 schedule the employee to attend such training during normal working hours, the employee
20 shall be required to attend such training during off-duty hours. However, the time spent by
21 the employee in such training during off-duty hours shall be compensated in accordance with
22 Hours of Work and Overtime.

23

24 15.2 All sworn officers will be required to train and qualify with their service weapon on a semi-
25 annual basis. The training will be conducted by a certified firearms instructor. All
26 ammunition and safety equipment will be furnished by the City. Any employee required to
27 attend such training during off-duty hours will be compensated in accordance with Hours of
Work and Overtime. An employee will be required to post a score of at least seventy-five

1 (75%) to qualify. Any employee posting a score of ninety-two percent (92%) or better, two
2 consecutive semi annual times, will receive a bonus of one day of paid leave, not charged
3 against any other leave time, to be taken by employee at any time, with approval of the
4 supervisor.

5 15.3 Transportation to the pistol range or transportation to any required and scheduled training
6 shall be provided by the Police Department. In the event such transportation is not available,
7 the employee shall be entitled to applicable travel time and mileage allowance, at the current
8 rate established by the I.R.S.

9 15.4 Current Florida State Statutes are on file at the Police Department and online for use by all
10 personnel.

11 **Article 16**

12 **FOP REPRESENTATIVE**

13
14 16.1 The Employee Organization (FOP) shall be represented by its President or his/her designee.

15 16.2 An employee representative of the FOP shall be permitted reasonable access to all
16 departmental work locations at reasonable times to handle specific grievances and matters of
17 interpretation of the Agreement.

18 16.3 The City shall provide the FOP on annual basis a complete roster of the bargaining unit,
19 including name, rank, address, telephone (unless unlisted), present assignment and current
20 pay scale.

21 16.4 One (1) employee representative of the FOP who is engaged in the negotiation of this contract
22 or in the successor contract shall be allowed to attend the negotiation sessions that occur
23 within their normal duty hours without loss of pay or benefits.

24

25 **Article 17**

26 **EDUCATIONAL ASSISTANCE**

27

~~Suspended for Fiscal Year 2012-2013~~

1 **17.1 “Educational Assistance Plan”**

2 The plan is designed to assist City employees in obtaining ~~additional training and a college~~
3 education, ~~to include a college degree~~ up to and including a B.A/B.S., in subjects ~~related to~~
4 ~~their position in Criminal Justice that maintain or improve skills in their position.~~

5
6 **17.2 “Application Procedure”**

7 ~~(1) Under the educational assistance plan, employees will be reimbursed 100%~~
8 ~~of the cost for tuition upon successful completion of each course, provided~~
9 ~~the following criteria have been met. — An employee has successfully~~
10 ~~completed the probationary period.~~

11 ~~(2) The employee has submitted an application for tuition assistance through the department head prior to~~
12 ~~registering for the course. Application forms may be obtained from the Human Resource~~
13 ~~Department(3) Employee will not be reimbursed for the course unless they are employed by the City~~
14 ~~of Alachua upon completion of the course.~~

15 ~~(4) — Individual employee must certify that they are not receiving any funds for~~
16 ~~reimbursement from any source other than the City of Alachua, i.e., GI Bill, federal~~
17 ~~grant, etc.~~

18 ~~(1) — A grade of “C” or higher is attained as a final grade for the course of instruction.~~

19 ~~(2)(1) (6) — Cost of books is not reimbursable as they are considered personal~~
20 ~~property of the—The employee must have successfully completed all applicable~~
21 ~~training periods.~~

22 ~~(2) The employee must submit a timely application to his/her Department Director prior to~~
23 ~~registering for the course. Application forms are available on COA Intranet – Human~~
24 ~~Resources. Approved applications will be sent to the Human Resources Director for~~
25 ~~final budget and management review and decision.~~

26 ~~(3) Employee will only be reimbursed if still employed by the City upon completion of the~~
27 ~~course.~~

28 ~~(4) Employee must certify that he/she is not receiving any funds for reimbursement from~~
29 ~~any source other than the City of Alachua (i.e. grants or other source of financial aid).~~

1 (5) A grade of "C" or higher is required as a final grade for the course

2
3 **17.3 ~~"Failure to Complete Course"~~ Reimbursement**

4 (1) No reimbursement will be made for an incomplete course. Costs for books are not
5 reimbursable as they are considered personal property of the employee

6 (2) No reimbursement will be made for an incomplete course and no employee will be
7 reimbursed more than one thousand (\$1,000) dollars per fiscal year (10-1-13 through 9-
8 30-14).

9 (3) The total reimbursement (total pay out to all bargaining unit members) by the City
10 under this Article 17 shall not exceed four thousand dollars (\$4,000) for FY 2013/2014.

11 (4) Funds will be committed on a first come first served basis as determined by the date /
12 time applications are submitted to the Department Director. Applications must be sent
13 to the Director (Chief) by email and are considered submitted the date and time
14 transmitted.

15 ~~A-~~(5) A pre-approved application form accompanied by tuition receipt and evidence of
16 satisfactory completion of the course with appropriate grade must be submitted through
17 the Department Director to the Human Resource Department for reimbursement.

18
19
20 **17.4 "Reimbursement shall be"**

21 ~~Approved application form, accompanied by tuition receipt and evidence of~~
22 ~~satisfactory completion of the course, with appropriate grade, must be submitted~~
23 ~~through the department head for reimbursement.~~

24 (1) Grade A (+/-) or Pass in Pass/Fail = 100%

25 (2) Grade B (+/-) = 90%

26 (3) Grade C (+/-) = 80%

27 (4) Lower than C- = No Reimbursement

28
29
30
31 **Article 18**

32 **WORKERS COMPENSATION BENEFITS**

1 18.1 Workmen's Compensation provides medical and hospitalization expense benefits as well as
2 partial payments in lieu of salary for workers injured on the job per applicable State of Florida
3 statute 440. 100% compensation will be paid by the City for loss time up to two (2) weeks.
4 After that time payment will be made directly from workers compensation at 66% of total
5 gross. Supplement pay of 34% can be acquired by utilizing sick leave and vacation time.
6 Health insurance premiums will have to be paid by the employee after six (6) months on
7 Workmen's Compensation Rules. Vacation and sick leave accrual will discontinue after six
8 (6) months on Workmen's Compensation Rules.

9
10 **ARTICLE 19**

11 **INSURANCE**

12
13 19.1 The City agrees to furnish employees a major medical, surgical, hospitalization and dental
14 benefits group insurance plan. Coverage begins the first of the month after the first full
15 calendar month of employment.

16 19.2 The City agrees to pay the entire amount (100%) of the premium for the employees.
17 Dependent coverage will be at the expense of the employee.

18
19 **Article 20**

20 **EQUIPMENT**

21
22 20.1 The City will provide, at no cost to each employee, all uniforms required by the Police
23 Department including a flashlight and batteries, bulletproof vest with a current warranty and a
24 portable radio.

25 20.2 Any employee who shall sustain any breakage, loss or damage to uniform or personal
26 equipment in the line of duty shall have it replaced at no cost to the employee.

27 20.3 All officers will inspect their vehicle before going on the street. If the officer finds any fault
28 in the vehicle which might be considered a safety hazard, the officer shall inform the shift

1 supervisor. The vehicle will not be returned to duty until all safety hazards are eliminated.

2 When it has been proven that damage is due to operator negligence, the officer shall be

3 subject to disciplinary action.

4 20.4 Upon completion of the FTO program sworn officers will be assigned a (take home) vehicle.

5 Officers assigned take home vehicles shall be allowed to drive their assigned vehicles to and

6 from his/her residence provided the residence of the employee and described take home use is

7 within Alachua County.

8 20.5 Patrol vehicles will contain the following equipment in working order: Rotating emergency

9 light, siren, loudspeaker, two-way radio, shotgun and shells, shotgun locks, first aid kit, fire

10 extinguisher, reflective traffic vest, raincoat, and a prisoner cage guard in all vehicles which

11 shall be used to transport prisoners.

12 20.6 It is recognized that time is of the essence in meeting the mutual obligations set forth in this

13 article and both parties will expeditiously and with due diligence act to meet their respective

14 obligations.

15

16

17

Article 21

18

HOURS OF WORK AND OVERTIME

19

20

21 21.1 The following provisions shall govern hours of work and overtime:

22 A. Eighty (80) hours shall constitute a regular fourteen (14) day work period for all
23 sworn Police Officers including Sergeants, no matter the regular duty assignment.

24 Forty (40) hours shall constitute a regular seven (7) day work period for all other

25 employees covered under this agreement. For the purpose of this Agreement,

26 authorized compensated leave shall mean any leave compensated by the City.

27 B. Hours worked in excess of a regular forty (40) or regular eighty (80) hour work

28 period shall be compensated at the rate of time and one-half of the employee's

1 regular straight time rate. Compensation may be taken at the employee's option,
2 either by pay or compensatory leave.

3 C. If an employee covered by this Agreement is called out to work at a time outside
4 normal working hours, the employee shall receive a minimum of three (3) hours pay
5 at the rate of time and one-half regular straight time. Call out time that falls either
6 within one hour (1) hour before or within one (1) hour after the regular workday is
7 considered an extension of the work day and is included in the total hours worked
8 on that day.

9 D. The aforementioned minimum call out compensation shall apply to required off-
10 duty appearances as subpoenaed witness to attend any court, deposition, or other
11 legal matters on pending criminal civil, or traffic cases where the employee is
12 involved in official police capacity. Any witness fees or any other related fees in
13 connection with the appearance before any court or for the purpose of taking
14 depositions shall be retained by the employee.

15 E. No supervisor or official shall take action to cause the non-payment of time and
16 one-half in circumstances wherein the member covered by this Agreement has
17 performed work which entitles him to payment of time and one-half.

18 F. Work schedules will not be changed or altered to avoid the payment of overtime.

19 G. When an employee is put on a standby status for any reason, he shall receive
20 overtime at the established rate of time and one-half regular rate of pay. Standby
21 status is defined as when the personal activities of an employee are restricted to
22 such a degree as not to allow any movement from a designated area or location.

23 H. An employee performing any authorized extra-duty assignment shall be entitled to
24 the same rights, privileges, and benefits as if were working regular duty hours.
25 Compensation for extra-duty assignments will be at the established rate.

- 1 I. Hours worked by an employee in an extra-duty status as outlined in APD Extra
 2 Duty Policy and Procedures must be paid regardless of work week provisions set
 3 forth in Article 21.A.
- 4 K. The City has the authority to establish shifts and to use any method in establishing a
 5 shift as well as change, increase, decrease, initiate, restrict and cancel a shift in
 6 order to meet the needs of the department and to provide superior service to the
 7 community.

8

9 **Article 22**

10 **ANNUAL LEAVE**

11

12 22.1 Every employee shall receive a paid vacation accrued at the following rates for each full
 13 calendar year of service.

14 1 - 5 years.....80 hours

15 5 - 10 years.....120 hours

16 10 - 15 years136 hours

17 15 – 20 years.....160 hours

18 20 or more years.....180 hours

19 22.2 The following apply to and regulate the use of annual leave:

20 (1) The City will endeavor to accommodate split and/or staggered individual vacation
 21 dates upon two (2) weeks prior notice to the Chief of Police or designee applied for by
 22 the member as a part of the paragraph (3) request

23 (2) Bargaining unit members must submit, between November 1 and December 31 by
 24 email to the Chief of Police, or designee, initial vacation requests for the next calendar
 25 year. Any employee hired after November 1 and before December 31 of any given
 26 year will comply with this section if a leave request is to be submitted for vacation

1 leave in the next calendar year. Subsequent request will be considered on the same
2 first come first served/seniority basis

3 (3) Dates will be assigned (vacation leave granted) on a first come first served basis as
4 determined by the (email) date/time applications are submitted and seniority shall
5 control in the event of concurrent requests.-

6 (4) Article 13 of this contract and The City of Alachua Personnel Policies and Procedures
7 Manual shall apply as appropriate.

8 22.3 Accrued annual time can be cashed-in in lieu of leave taken, as provided in the City's
9 Personnel Policies and Procedures Section 6.02, Paragraph B.4 and C.

10 22.4 Accumulated annual leave not used during the calendar year in which it is eligible to
11 be taken may be carried over or accumulated to the following calendar year. However,
12 an employee cannot carry over more than ~~240~~264-hours of annual leave beyond the
13 calendar year ending December 31, 2013. The increase in maximum carry over of annual leave
14 from 240 hours to 264 hours is operative only for January 1, 2014 until September 30, 2014.
15 Thereafter, the maximum carry forward will revert and be reduced to 240 hours. It is the
16 responsibility of the bargaining unit member to be aware of accrued and accruing annual leave and
17 apply for (section 22.2) and maintain a balance that will not exceed a maximum accrual of 240
18 hours. Vacation and personal leave hours current totals for each member are published and listed
19 on each employed pay notice ("stub") issued each pay period.

20 22.5 Unless employee resigns without two weeks notice or is terminated for violation of City's
21 Personnel Policies and Procedures, employee shall be paid for granted and unused annual
22 leave in the regular scheduled final paycheck for wages earned. Under no circumstances will
23 an employee be paid for more than 200 hours of unused annual leave.

24 22.6 Should the City increase the vacation benefit for non-bargaining unit members during the
25 course of the contract, bargaining unit members will be granted the same increases as the non-
26 bargaining unit members.

27

1 **Article 23**

2 **SICK LEAVE**

3
4 23.1 All regular full-time employees shall be granted 3.69 hours sick leave per bi-weekly pay
5 period. These days are cumulative with no maximum. Any full time regular employee who
6 maintains a minimum of 480 sick leave hours shall be granted twenty (20) hours of additional
7 personal leave time. Any full time sworn officer working a 12 hour work day schedule for
8 the entire calendar year who maintains a minimum of 480 sick leave hours shall be granted an
9 additional four (4) hours of personal leave time for a total of 24 hours. The 480 hour balance
10 must be maintained through the month of December to receive the additional personal leave
11 credit which will be awarded after January 1st of the following year.

12 **23.2 Sick Leave Award**

13 Any employee, except those sworn employees who work a 12 hour work day schedule for the
14 entire calendar year, who uses twenty (20) or less hours of sick leave during the calendar year
15 shall be granted twenty (20) hours of additional personal leave time the following January.
16 Eligible employee must have successfully completed the training period and worked the
17 entire calendar year, January – December of the prior year. Any sworn employee working a
18 12 hour work day schedule for the entire calendar year, who uses 24 or less hours of sick
19 leave during the calendar year, shall be granted 24 hours of additional personal leave time
20 after January 1st of the following year.

21 23.3 In the event of an employee's death, a lump sum payment for all hours of sick leave earned
22 and accrued shall be paid in accordance with the law.

23 23.4 Sick leave may be used by the employee for the following reasons:

- 24 (a) Personal illness or physical incapacity of the employee.
- 25 (b) Critical illness in the immediate family.
- 26 (c) Enforced Legal quarantine due to exposure to contagious disease.
- 27 (d) Medical, dental or optical appointments which cannot be arranged
28 during off-duty hours.

1 23.5 An employee on sick leave shall be paid regular holiday pay for any and all holidays that
2 occur while on such leave.

3 23.6 Should the City increase the sick benefit for non-bargaining unit members during the course
4 of the contract, bargaining unit members will be granted the same increases as the non-
5 bargaining unit members.

6

7

Article 24

8

HOLIDAYS

9

10 24.1 The City will recognize the following as paid holidays for employees.

11 New Year's Day
12 Martin Luther Kings Birthday
13 Washington's Birthday
14 Memorial Day
15 Independence Day
16 Labor Day
17 Veteran's Day
18 Thanksgiving Day
19 Friday after Thanksgiving Day
20 Christmas Eve
21 Christmas Day
22 New Year's Eve Day
23

24 24.2 and a Personal leave day to be used anytime during the calendar year. The personal day will
25 be granted during the first pay period in January of each year for current and new employees.
26 Employees hired after the first pay period in January will not receive their personal day until
27 the following January. Those employees working 10 hours a day will be granted a
28 10 hour personal day, those employees working 12 hours a day will be granted a
29 12 hour personal day and those employees working 8 hours a day will be granted
30 an 8 hour personal day. Personal leave day not used during the calendar year in which it
31 is eligible to be taken may not be carried over and accumulated to the following calendar year
32 or may not be cashed-in in lieu of taking the time off.

33 24.3 If a holiday falls on an employee's off duty day, he shall receive holiday pay at the regular

1 rate of pay or a day added to vacation time at the employee's option.
2 24.4 An employee required to work on a holiday listed above shall receive holiday pay or a day
3 added to vacation time at the employees option; in addition thereto he shall receive time and
4 one-half (1 ½) regular rate for all hours worked on the holiday. If an employee works
5 overtime on a holiday he shall only receive time and one half (1 ½) regular rate for all the
6 hours worked on the holiday.

7 24.5 If the holiday occurs while an employee is on vacation he shall receive an additional day's
8 vacation, or compensation in lieu thereof, with supervisor's approval.

9 24.6 The holidays recognized for all employees are those listed above and not any other designated
10 day.

11 24.7 Should the City increase the Holiday benefit for non-bargaining unit members during the
12 course of the contract, bargaining unit members will be granted the same increases as the non-
13 bargaining unit members.

14

15

Article 25

16

BEREAVEMENT LEAVE

17

18 25.1 The City agrees when a death occurs in the immediate family of an employee, that employee
19 shall be granted up to three days off for the funeral. An employee needing additional time
20 may be granted up to seven (7) days from accumulated sick, compensatory time, personal or
21 vacation time by the Chief of Police.

22 25.2 The City agrees that the immediate family as cited above shall be defined as: father, mother,
23 spouse, children, stepchildren, step parents, brother, sister, grandparents, grandchildren, and
24 in-laws (immediate family only). If the employee was reared by someone other than one of
25 the above named, he may request the leave as though he had been reared by one of the above
26 named.

1 25.3 The City agrees that bereavement leave is a separate category and will not be charged against
2 any other leave.

3 **Article 26**

4 **WAGES**
5

6 26.1 Members covered by this agreement will ~~not~~ receive a COLA adjustment for fiscal year
7 ~~2012/2013-2013/2014~~ (26.4).

8 26.2 Members covered by this agreement will not receive Merit Pay or Longevity pay adjustments
9 as outlined in City of Alachua Personnel Policies & Procedures, Chapter V, Article 5.03, for
10 fiscal year ~~2012/2013~~ 2013/2014.

11 26.3 The City and the FOP agree to reopen negotiations on all Articles no later than ~~July 25,~~
12 ~~2013~~ June 6, 2014 for fiscal years ~~2013/2014~~ 2014/2015.

13 26.4 Effective for the first ~~full payroll pay~~ period ~~processed in July 2011, in October of 2013~~ all
14 bargaining unit members shall receive a three percent pay increase (COLA) in the form of the
15 scheduled increases set forth in this section or by separate adjustment, but not both.

16 ~~p~~Positions will be sited within the City of Alachua Classification and Compensation Plan as
17 follows:
18

19 **Police Officer I (Probationary or new hire)**

20 Level 23 ~~15.15~~ 15.60/hr. to ~~23.40~~ 24.11hr

21 **Police Officer II**

22 Level 24 ~~15.91~~ 16.39/hr to ~~24.58~~ 25.32/hr
23

24 **Detectives/SRO/Canine Officer currently assigned shall continue in pay Level**
25 **25 even if transferred**

26 Level 25 ~~16.70~~ 17.20/hr to ~~25.83~~ 26.60/hr

27 **Police Sergeant**

1 Level 30 ~~21.33~~21.97/hr to ~~32.96~~33.95/hr

2 **Communications Operator**

3 Level 20 ~~13.08~~13.48/hr to ~~20.22~~20.82/hr

4 26.5 Upon successful completion of the initial 365 day probationary/training period, a
5 Police Officer I shall be classified Police Officer II at base pay, Level 24.

6 ~~26.6 One Time Across The Board Wage Adjustment~~

7 **Article 27**

8 **SAVINGS CLAUSE**

9
10 27.1 All job benefits hereto enjoyed by the employees which, are not specifically provided for or
11 abridged by the collective Bargaining Agreement shall continue under conditions that they had
12 previously been granted. The Agreement will not deprive any employee of any benefits or
13 protection granted by the laws of the State of Florida, the ordinances and policies and
14 procedures of the City of Alachua.

15

16 **Article 28**

17 **SEVERABILITY CLAUSE**

18
19 28.1 Should any provision of this collective Bargaining Agreement or any part thereof, be rendered
20 or declared invalid by reason of any existing or subsequently enacted legislation, or by any
21 decree of accord of competent jurisdiction, all other articles and sections of this Agreement
22 shall remain in full force and effect for the duration of this Agreement.

23 28.2 Should any Article be rendered invalid, it shall be re-negotiated within sixty (60) days.

24 **Article 29**

25 **STRIKES AND LOCKOUTS**

26
27 29.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted
28 failure or refusal to perform assigned work by the employees or the FOP and there will be no

1 lockouts by the City for the duration of this Agreement. The FOP supports the City fully in
2 maintaining normal operations.

3 29.2 Any employee who participates in or promotes a strike, work stoppage, picket line,
4 slowdown, boycott or concerted failure or refusal to perform assigned work may be
5 disciplined by the City and only the question of whether the employee did in fact participate
6 in or promote such action shall be subject to grievance and arbitration procedure.

7 29.3 It is recognized by the parties that the City is responsible for and engaged in activities which
8 are basis of the health and welfare of the citizens. Accordingly, it is understood and agreed
9 that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain
10 immediate injunctive relief.

11 "Picketing" as used herein shall mean any action which has the effect of preventing or
12 attempting to prevent employees from reporting to or continuing work or preventing the
13 public from entering public facilities. Informational picketing is allowed.

14

15

Article 30

16

PROMOTIONAL EXAMINATION PROCESS

17

18 30.1 Vacancies to a higher position in the Department shall be filled by a promotional policy as
19 established in this Article.

20

21 30.2 The City will post, on all department bulletin boards, (for all eligible officers) a date for a
22 competitive promotional examination. The City will give forty-five (45) days notice prior to
23 the commencement of the examination(s) and provide a list from where the questions are to
24 come for the written examination.

25

26 30.3 Officers, to be eligible to take the exam for Police Sergeant, shall have a minimum of two (2)
years of continuous satisfactory full time service as a Police Officer with the City of Alachua
in order to be considered for the promotion.

1 30.4 The competitive process will consist of four (4) phases, a written multiple choice exam, a
2 practical exercise, role playing and an oral board. An employee will have to obtain a score of
3 at least 70% on the written exam to continue to the next stage of the process. The written test
4 will consists of 100 multiple choice questions and the score is valid for two full years from
5 the date of taking. However, if an officer elects to retake the written test when it is offered,
6 only the more recent test score will be valid. The practice exercise will consist of presenting
7 the officer with a simulated event and then requiring the officer to complete the required
8 report(s) in order to evaluate the candidate's perception, knowledge and report writing skills.
9 The third phase involves the candidate in a role playing exercise. The exercise is designed to
10 evaluate the candidate's knowledge, judgment, composure, interpersonal skills, leadership
11 and decision making. The practice exercise and role playing phase may be combined. The
12 final phase consists of an oral board made up of the three (Sergeants or lieutenants or any
13 combination) from law enforcement agencies in the state. The City will assemble and select
14 the board and bear any associated costs during the oral board. Candidates will be asked to
15 respond to questions concerning situations a Sergeant with APD would be expected to
16 encounter.

17 Each phase (1-4) will be graded separately and weighted at 25 percent of the total score of
18 100 (25 points each).

19 All candidates will be given the same written exam (phase I), and presented with the same
20 practical exercise (phase II) and role playing scenario (phase III). The oral board will be
21 unscripted (phase IV).

22
23 30.5 The FOP may have one (1) proctor present during any part of the examination process
24 (written or oral). The proctor shall act as an observer and will not interfere with the
25 examination.

26 30.6 When a position becomes (i.e. detective, SRO, etc) available within the department or a new
27 position is being created, the Chief of Police will post (thirty days in advance of the transfer)

1 on all bulletin boards throughout the department the nature of the opening(s). All eligible and
2 interested officers will submit in writing (with an attached list of their qualifications and
3 schooling) why they should be considered for the open or vacant position. The Chief of
4 Police shall make the decision based on the most qualified candidate. The Chief of Police
5 may take into consideration the past evaluations and discipline of the officers being
6 considered.

7 30.7 The Chief of Police will be able to pick from the top three employees on the promotional list
8 when determining who is to be promoted. The promotional list shall be valid for 24 months
9 from the date of its inception. Should the City offer a new test before the expiration of the
10 promotional list, the officers on the current list shall have the option to re-test. The rankings
11 shall be from highest score to lowest and will incorporate officers from any and all current
12 testing cycles. However, officers will be deleted from the promotion list when their 24
13 month eligibility expires. As officers are removed, those employees remaining on or added
14 to the promotional list from a new testing cycle will be ranked from the highest score to the
15 lowest.

16 **Article 31**

17
18 **DRUG POLICY**

19
20
21 31.1 The City of Alachua and the FOP recognize that the City should not accept any risk to the
22 safety of its employees or members of the public or compromise the quality of our work,
23 services or productivity as the result of alcohol or drug abuse which can impair one's normal
24 mental and physical faculties. Both parties agree to the promotion of a drug free workplace
25 pursuant to Florida State Statute 440.102 and Executive Order 12584 (Drugfree Workplace
26 Act).

27 31.2 The FOP agrees to support any policy adopted by the City and abide by all its provisions

28
29
30

Article 32

1
2 **NON-DISCRIMINATION**
3

4
5 32.1 Employees of the City shall have the right to form, join, and participate in, or to refrain from
6 forming, joining, and participating in any employee organization of their own choosing. No
7 employee shall be intimidated, restrained, coerced, or discriminated against by either the City
8 or the FOP, because of the exercise of these rights.

9 32.2 The City and the FOP shall apply the provisions of this Agreement equally to all employees
10 without discrimination, because of age, sex, race, creed, religion, national origin or disability
11 except where the law allows consideration of such factors.

12 32.3 The use of masculine or feminine gender in this Agreement shall be construed as including
13 both genders.
14

15 **Article 33**

16 **Safety**

17 33.1 It shall be the joint responsibility of the City of Alachua and the FOP to work cooperatively to
18 ensure the safest working environment possible.

19
20 33.2 The City and the FOP shall meet at least quarterly to discuss safety concerns; however, either
21 party may call a safety meeting at any time to discuss safety concerns.
22

23 **TERM OF AGREEMENT**

24 This contract is ratified and shall be effective October 1, 201~~23~~²³ after approval by the City of
25 Alachua Commission and will remain in effect until September 30, 201~~34~~³⁴. This contract will
26 remain in full force and effect until its successor is ratified and implemented.
27

28 IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date sworn.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

Date Traci L. Cain, City Manager

THIS AGREEMENT was ratified by a majority of the members of the Bargaining Unit in voting conducted ~~December 3, 2012.~~ October 13, 2013

Date Jeff Mc Adams, Business Agent
Gator Lodge 67, Fraternal Order of Police, Inc.

THIS AGREEMENT is ratified by the Alachua City Commission and the Mayor authorized and directed to affix his signature this ~~10th~~ day ~~21st~~ day of October ~~December~~ 2012 , 2013.

Attest:

Traci L. Cain, City Manager/City Clerk Gib Coerper, Mayor

APPROVED AS TO FORM

Marian Rush, City Attorney

Date

1 **PREAMBLE**

2
3
4 This agreement is entered into between the City of Alachua (The City”) and the
5 Gator Lodge 67, Fraternal Order of Police, Inc. (“FOP” or “the Union”). The “Police
6 Department” referenced in this Agreement is the Alachua Police Department; hereinafter
7 APD, of the City of Alachua, Florida.

8 It is the intent and purpose of the City and the FOP to set forth herein their entire
9 agreement concerning wages, hours, and other terms and conditions of employment. There
10 shall be no individual arrangement contrary to the terms of this Agreement.

11 This Agreement is primarily intended to promote the interests of the citizens of
12 Alachua and the public in general and having at all times available to them services on the
13 most efficient and economical basis that are practically achievable. The City, the FOP, and
14 each member of the bargaining unit agree to use their best efforts to serve the citizens of the
15 City and the public in general, to see that the public is served efficiently and with dedication
16 to its interests, to assure that the services of the City are provided without interruption and
17 with the highest standards of proper public performance.

18 It is contemplated that this Agreement will serve the public interest by maximizing
19 the efficiency and productivity of employees of the Alachua Police Department by insuring
20 that members of the bargaining unit will at all times be responsive to and make every
21 reasonable effort to carry forward the City’s legitimate activities and functions with
22 promptness and dispatch, and will accept and execute promptly all instructions and orders
23 given to them; and by defining the City’s obligations to the FOP and members of the
24 bargaining unit, and the FOP and members of the bargaining unit’s obligations to the City,
25 thus avoiding disputes; and to provide a procedure for the resolution of claims that this
26 Agreement has been violated by either party, without any interruption of, or other interference
27 with, the operation of the Police Department.

28 “Days” in this Agreement means working days during a pay period.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

Article 1

RECOGNITION

1.1 The City hereby recognizes the Gator Lodge 67, Fraternal Order of Police, Inc., hereafter referred to as the FOP to be the exclusive bargaining representative for all matters affecting wages, hours, and working conditions for those employees in the unit certified by the Public Employees Relations Commission. **Certification Number 1791**

Included: All employees of the City of Alachua Police Department in the classification of communications operator, patrolman, and sergeant.

Excluded: All other employees of the City of Alachua Police Department, excluding specifically the police chief, the assistant chief, and the communications supervisor, and all other employees of the City of Alachua.

1.2 It is further understood and agreed that the FOP shall designate, in writing, those individuals who may speak on its behalf in any matter between the FOP and the City; however, such matters shall include only those matters with which the FOP has the authority regarding its membership. Any written notice designating any individual to speak on behalf of the FOP shall state the period of time for such designation. Furthermore, a written list of the officers and representatives of the FOP, and those individuals who are authorized to speak on behalf of the FOP, shall be furnished to the Chief of Police immediately upon their designation and the Chief of Police shall be notified, in writing, of any changes of said representative within five (5) days of such change.

1.3 Nothing in this Article, however, shall prohibit any member of the bargaining unit from discussing any concern, complaint or suggestion with his or her supervisor, Division Commander or Chief of Police.

Article 2

GRIEVANCE AND ARBITRATION PROCEDURE

1
2 2.1 In a mutual effort to provide a harmonious working relationship between the parties to this
3 Agreement, it is agreed and understood that there will be procedure for the resolution of
4 grievances between the parties and that such procedure shall cover grievances involving
5 discharge, suspension, demotion, or any other adverse personnel action against a member
6 covered by this Agreement or any other dispute between the City and one or more employees
7 concerning the interpretation or application of, or compliance with the agreement including
8 disputes regarding discipline. The discharge, discipline, demotion, layoff or suspension of
9 probationary/training employees on initial hire or rehire shall not be subject to the grievance
10 procedure of this Agreement.

11 2.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible.
12 Any grievance not answered by Management within the prescribed time limits shall
13 automatically advance to the next higher step. Should the grieving party fail to observe the
14 time limits as set forth in the steps of this Article, grievance shall be considered conclusively
15 abandoned.

16 2.3 Grievances shall be presented in the following manner:

17 **Step 1:** Employee shall first take up grievance with the immediate supervisor within
18 five (5) working days of the occurrence of the event(s) which gave rise to the
19 grievance or from the date which the employee becomes knowledgeable of the cause
20 of action. If the event which gave rise to the grievance occurred at a time when the
21 employee was on annual leave, sick leave or other compensated leave, the five (5)
22 working day period shall commence running immediately upon the employee's
23 return from such compensated leave. The first step shall be on an informal and oral
24 basis. The FOP representative may be present to represent the employee. The
25 immediate supervisor shall render decision within five (5) working days.

26 **Step 2:** Any grievance which cannot be satisfactorily settled with the immediate
27 supervisor shall be reduced in writing by the employee or a FOP representative and
28 shall next be taken up with the Chief of Police through the grievant or the

1 representative of the FOP and the Chief of Police within five (5) working days after
2 completion of Step 1. The Chief of Police shall within five (5) working days after
3 discussion render decision in writing, with a copy to the employee's organization.

4 **Step 3:** Any grievance not satisfactorily settled at Step 2 will be taken up with the
5 City Manager or designee with five (5) days from the date the Chief of Police has
6 rendered decision. The grievance as specified in writing shall be discussed by and
7 between the employee and representative of the FOP and the City Manager within
8 five (5) working days after completion of Step 2. The City Manager shall, within
9 five (5) working days, render a written decision.

10
11 **Step 4:** Arbitration: In the event a grievance processed through the grievance
12 procedure has not been resolved at Step 3 above, the FOP and/or the grievant may
13 request that the grievance be submitted to arbitration within fifteen (15) working
14 days after the City Manager renders a written decision on the grievance. The
15 arbitrator will be any impartial person mutually agreed upon by and between the
16 parties. If an impartial arbitrator cannot be mutually agreed upon within fifteen (15)
17 days after the grievance is submitted to arbitration, then the parties shall jointly
18 request the Federal Mediation and Conciliation Service to furnish a panel of seven
19 (7) names from which each party shall have the option within five (5) days of receipt
20 by striking three (3) names in alternating fashion, with the grieving party striking
21 first.

22 (a) The City and the FOP and/or grievant shall attempt to mutually agree in writing as to
23 the statement of the grievance to be arbitrated prior to the arbitration hearing, and the
24 arbitrator thereafter, shall confine decision to the particular grievance thus specified.
25 In the event the parties fail to agree on the statement of the grievance to be submitted
26 to the arbitrator, the arbitrator will confine consideration and determination to the
27 written statement of the grievance presented in Step 3 of the grievance procedure.

- 1 (b) The arbitrator shall fashion, an appropriate remedy for violations of the provisions
2 contained in this Agreement.
- 3 (c) The arbitrator shall have no authority to change, amend, add to, subtract from, or
4 otherwise alter or supplement this Agreement to any part thereof or amendment
5 thereto. The arbitration hearing shall be conducted in accordance with the Rules of
6 Procedure promulgated by the Federal Mediation and Conciliation Service.
- 7 (d) Each party shall bear the expense of its own witnesses and of its own representatives
8 for purpose of the arbitration hearing. The impartial arbitrator's fee and related
9 expenses and expenses of obtaining a hearing room, if any, shall be equally divided
10 between the parties. Any party desiring a transcript of the hearing shall bear the cost
11 of such transcript unless both parties mutually agree to share said cost.
- 12 (e) Copies of the arbitrator's award shall be furnished to both parties within thirty (30)
13 days of the close of the arbitration hearing. The arbitrator's award shall be final and
14 binding on the parties.
- 15 (f) Where a grievance is general in nature, in that it applies to a number of employees
16 rather than a single employee, or if the grievance is directly between the FOP and the
17 City, such grievance shall be presented by the FOP Representative, in writing,
18 directly to the City Manager, (Step 3) within ten (10) working days of the occurrence
19 of the event(s).
- 20 (g) All above-mentioned time frames may be extended in writing by mutual agreement.

22 **Article 3**

23 **DUES DEDUCTON**

- 24 3.1 Any member of the Bargaining Unit may have membership dues deducted from wages.
25 Dues shall be deducted once each month and shall thereafter be transmitted to the FOP,
26 accompanied by a list of those employee's names whose dues are included.
27

1 3.2 The FOP agrees to indemnify, defend and hold the City harmless against any and all claims,
2 suits, orders of judgments brought or issued against the City as a result of any action taken or
3 not taken by the City under the provisions of this Article.

4
5 **Article 4**

6
7 **MANAGEMENT RIGHTS**

8
9
10 4.1 It is the right of the Employer to determine unilaterally the purpose of each of its constituent
11 agencies, set standards of services to be offered to the public and exercise control and
12 discretion over its organization and operations.

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

27 4.3 If, in the sole discretion of the City Manager/Designee, it is determined that civil emergency
28 conditions exist, including, but not limited to, riots, civil disorders, severe weather conditions
29 (or similar catastrophe), the provisions of this Agreement may be suspended by the City
30 Manager/Designee during the time of the declared emergency, provided that wage rates and

1 monetary fringe benefits shall not be suspended. Should an emergency arise, the FOP shall
2 be advised as soon as possible of the nature of the emergency.

3
4 **Article 5**

5
6 **PERSONNEL RECORDS**

7
8
9 5.1 Each employee covered by this Agreement shall have the right to inspect his or her official
10 personnel file, provided, however, that such inspection shall take place during working hours
11 at the location where the official personnel file is kept. The employee shall have the right to
12 make duplicate copies of any items contained in his or her official personnel file.

13 5.2 Employees shall have the right to file a written response to any letter of reprimand or to any
14 document which is placed in the employee's official personnel file as a result of supervisory
15 action or citizen complaint. At the employee's request any such written response shall be
16 included in the employee's official personnel file together with the letter of reprimand or
17 other document against which it is directed.

18 5.3 To the extent permitted by law and in order to protect the privacy and promote the safety of
19 individual police officers, the City agrees not to directly or indirectly furnish the news media
20 or the public with any employee's home address, telephone number or photograph.

21 5.4 The FOP agrees not to directly or indirectly furnish the news media or the public with
22 personnel records without the consent of the City and the employee thus insuring the
23 confidentiality of personnel records other than required by law.

24
25 **Article 6**

26
27 **SENIORITY**

28
29
30 6.1 The City agrees that seniority shall consist of continuous accumulated paid service with the
31 City. It shall be computed from the date of hire. Seniority shall accumulate during leaves of
32 absence due to injury, illness, vacation, or any other leave authorized and approved by the
33 City.

- 1 6.2 Vacation periods for each calendar year shall be drawn by employees on the basis of
2 seniority.
- 3 6.3 In the event of a layoff for any reason, employee performance evaluations will be the
4 determining factor used by the City. In the event that more than one employee has the same
5 performance evaluation, employees will be laid off in the inverse order of their seniority.
6 Any employee to be laid off, who has advanced to present classification from a lower
7 classification, in which he held a permanent appointment, shall be given a position in a lower
8 classification in the same department. His or her seniority in the lower classification shall be
9 established according to the date of permanent appointment with the Police Department. No
10 new employee shall be hired in any classification until all employees on layoff status in that
11 classification have had an opportunity to return to work. Employees shall be called back from
12 layoff with the performance evaluation being the determining factor. In the event that more
13 than one employee has the same performance evaluation, employees will be recalled
14 according to the seniority in the classification from which the employee was laid off.
- 15 6.4 Employees shall be notified of their recall to work by registered letter mailed to their address
16 of record and shall be given fifteen (15) calendar days to return to work. A recalled employee
17 shall notify the employer in writing of the employee's intent to return to work within five (5)
18 calendar days of notice of attempt to deliver the recall letter.
- 19 6.5 An employee laid off pursuant to this Article, provided the insurance carrier concurs, shall be
20 given the opportunity to continue insurance coverage in existing programs during the layoff
21 provided that the premiums for such insurance programs shall be paid by the employee on a
22 monthly basis in advance of the month due.
- 23 6.6 Recall will be the current rate of pay for classification but not lower than when the employee
24 was laid off. Upon recall, all credit for seniority shall be restored.
25 In the event of a vacancy in a Department or Division, and/or a promotional vacancy,
26 seniority will be given reasonable consideration, but will not be the determining factor.

1 6.7 Seniority shall also be considered in the selection of any employee to be sent to any type of
2 schooling.

3
4 **Article 7**

5 **LEAVE OF ABSENCE**

6
7
8 **7.1 Leave of Absence Without Pay:**

9
10 The decision to grant leave without pay (leave of absence) is a matter of administrative
11 discretion. It shall be incumbent upon the Chief of Police to weigh and determine each case on
12 its own merits. Any leave of absence for a period of thirty (30) days or more must have the
13 approval of the City Manager. Failure of any employee to return to duty upon expiration of
14 his/her leave of absence shall constitute the resignation of that employee. Holidays, sick leave,
15 annual leave and any other benefits based on time spent in the employment of the City shall
16 not accrue during a leave of absence without pay provided, however, that the employee may
17 maintain health insurance coverage by paying the total cost of his/her group insurance
18 premium. Longevity increases, merit increases and any other increases for which an employee
19 may become eligible based on whole, or in part on length of service with the City shall not be
20 credited during any period of leave of absence without pay.

21 (a) An employee shall return from leave of absence to the same step of his/her salary grade as
22 at the time of commencement of leave of absence.

23 (b) Any employee who is a member of the National Guard or an organized military service unit
24 of the United States will be allowed a leave of absence with pay when called to active duty or
25 for training with the armed forces in accordance with State and Federal Law.

26 **7.2 General**

27 An employee shall return from any leave of absence to the same step of his/her salary grade as
28 at the time of commencement of the leave of absence.

1 Military leave shall be granted in accordance with the provisions of State and Federal Law.

2 All employees entitled to military leave shall give their supervisor an opportunity, within the
3 limits of military regulations, to determine when such leave shall be taken.

4 **7.3 Leave of Absence With Pay**

5 Leave with pay for sufficient cause (including illness) may be granted to regular employees of
6 the City, by the City Manager, up to an including five (5) consecutive working days in any
7 twelve-month period. More extended periods of leave with pay may not be granted except by
8 express approval of the City Commission. This provision is applicable only if all accrued
9 vacation time is exhausted.

10
11
12

Article 8

13 **PROBATIONARY /TRAINING PERSONNEL**

14
15
16
17
18

8.1 All new members in the department shall serve a probationary/training period of 365 days,
which can be extended for up to 6 months at the discretion of the Chief of Police, during
which time they shall not be entitled to any seniority rights but during such period shall be
subject to all terms and conditions of this Agreement.

19
20

8.2 Upon completion of said 365 days, employees shall be shown as regular full time employees
and seniority rights shall accrue from the commencement of the probationary/training period.

21
22
23
24

Article 9

25 **BULLETIN BOARDS**

26
27
28
29
30
31
32

9.1 The City agrees to provide a bulletin board for FOP use at the APD Police Station.

9.2 The City shall permit the FOP to post notices of the FOP's business and matters relating to
the administration of this Agreement.

9.3 The City will post any proposed changes to Policies and Procedures on the FOP Bulletin
Board as Provided in Article 13.3 at least 30 days prior to effective date of the proposed

1 changes, as provided in Article 13.4.

2 9.4 The City shall create a FOP intranet portal where the FOP can post approved material for
3 bargaining unit members.

4 9.5 The City will also post notices to FOP and unit members on the site.
5
6

7 **Article 10**

8 **VOTING/POLITICAL ACTIVITY**
9

10
11 10.1 During a primary, general, or special election, an employee who is a registered voter whose
12 hours of work do not allow sufficient time for voting shall be expected to take advantage of
13 early voting, absentee ballot or other options available to the public.

14 10.2 Employees will be allowed to engage in the full range of political activities guaranteed to all
15 citizens while off duty and not in uniform.
16

17 **Article 11**

18 **INTERNAL INVESTIGATIONS & OBLIGATIONS TO THE PUBLIC**

19 11.1 The parties recognize that the security of the City and its citizens depends to a great extent
20 upon the manner in which the employees covered by this Agreement perform their various
21 duties. Further, the parties recognize that the performance of such duties involves these
22 employees in all manner of contacts and relationships with the public and out of such contact
23 and relationships, questions may arise or complaints may be made concerning the actions of
24 employees covered by this Agreement. Investigation of such questions and complaints must
25 necessarily be conducted by, or under the direction of departmental supervisory officials
26 whose primary concern must be the security of the City and preservation of the public
27 interest.

28 In order to maintain the security of the City and protect the interests of its citizens, the parties
29 agree that the City must have the unrestricted right to conduct investigations of citizens'
30 complaints and matters of internal security; provided, however, that any investigative

1 interrogation of any employee covered by this Agreement relative to a citizen's complaint and
2 or a matter of internal security shall be conducted under the following conditions and
3 following the provisions of F.S.S. 112, the Police Officer's Bill of Rights.

4 A. No employee shall be ordered to submit to any device designed to measure the truth
5 of his/her responses during questioning, provided, however, that there shall be no
6 restriction on the right of any employee to submit to such device on a voluntary
7 basis.

8 B. In the interest of internal security and fairness to the employee under investigation,
9 the City insofar as is legally permissible, agrees to make no conclusionary public
10 statements concerning the validity of the allegations under investigation until such
11 time as the investigation has been completed. In the event the employee under
12 investigation, or any organization or person representing said employee makes public
13 statement concerning the allegations under investigation, the City shall have the right
14 to respond in any manner it deems appropriate.

15 C. In all cases wherein an employee is to be interrogated concerning an alleged
16 violation of the Department's Rules and Regulations which, if proved, may result in
17 dismissal or in some other disciplinary measure, he shall be afforded a reasonable
18 opportunity and facilities to contact and consult privately with an attorney of his/her
19 choosing and the representative of the FOP, who may be present during all
20 interrogation. The attorney and their FOP representative may be present during the
21 interrogation. When the attorney and/or representative is not immediately available
22 and conditions permit, the interrogation will be postponed for twenty-four (24) hours
23 or to a date mutually agreed upon.

24 D. In cases where the City chooses to relieve an employee from duty pending an
25 investigation or other administrative determination, the following conditions will
26 prevail:

1 The employee will remain on full salary and allowances and shall not lose any
2 benefits during this period of time.
3 Should disciplinary action result from the investigation, that period of time in which
4 the employee was relieved from duty will be included in disciplinary action. In the
5 event that an employee has been paid, the employee's accumulated leave or
6 compensatory time shall be charged as a set-off.

- 7 E. The findings of internal affairs investigations shall be labeled:
- 8 (1) Unfounded – The act or acts complained of did not occur or did not
9 involve APD personnel.
 - 10 (2) Not-sustained – Insufficient evidence to clearly prove or disprove the
11 allegation/complaint.
 - 12 (3) Sustained – The preponderance of evidence clearly proves the
13 allegation/complaint.
 - 14 (4) Exonerated – The act or acts did not occur, but were justified, lawful and
15 proper.
 - 16 (5) Exonerated due to policy failure – A finding of conclusion that policy,
17 procedure, rule or regulation covering the situation was non-existent or
18 inadequate.

- 19 F. Only "Sustained" complaints will be inserted in an officer's personnel file.
- 20 G. The charge "conduct unbecoming an officer" can be used provided it is qualified by
21 "in that the officer did (describe the conduct in detail)."
- 22 H. The City shall not discharge or discipline any bargaining unit employee without
23 proper cause and due process, except in layoff situations (Article 4 and Article 6).

24 11.2 If the City feels there is proper cause for disciplinary action the employee will be notified in
25 writing that he will be disciplined clearly stating the reasons therefore,

- 26 (1) In the event an employee becomes the subject of a formal Departmental or City
27 investigation arising from a complaint or allegation, the Department or the City,

1 whichever is appropriate, shall notify the employee of the complaint unless a
2 criminal investigation is initiated.

3 (2) Upon conclusion of the formal investigation the employee will be notified of the
4 disposition of the complaint.

5

6

Article 12

7

LEGAL BENEFITS

8 12.1 The City will defend employees against any legal actions against them as a result of their
9 actions while acting in the scope of their employment (i.e. in the line of duty), unless such
10 employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and
11 willful disregard of human rights, safety or property. (acting outside legal authority).

12 12.2 The City agrees to indemnify all employees against judgments levied against them as a result
13 of their actions while acting in the scope of their employment, unless the employee acted in
14 bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of
15 human rights, safety or property. (outside legal authority).

16

17

18

Article 13

19

DISCIPLINE, RULES AND REGULATIONS

20

21

22

13.1 It is agreed that employees covered by this Agreement shall be subject to the City of Alachua
23 Personnel Policies and Procedures and the Alachua Police Department Operations Manual as
24 either one now exists or may be amended. Should there be any conflict between the
25 provisions of the Operations Manual and the City's Personnel Policies and Procedures, the
26 City's Personnel Policies and Procedures shall prevail. This Agreement shall prevail in any
27 conflict with either the Alachua Police Department Operations Manual or the City of Alachua
28 Personnel Policies and Procedures.

- 1 13.2 Failure of employees to comply with the terms of the City's Personnel Policies and
2 Procedures and the Police Department Operations Manual may result in the imposition of
3 disciplinary action pursuant to the provisions of these above cited Rules.
- 4 13.3 It is the understanding and the intention of the parties that any disciplinary action taken in the
5 case of an employee in this bargaining unit shall be subject to the grievance procedure as
6 provided in Article 3 of this Agreement.
- 7 13.4 New or revised rules implemented within the Police Department Operations Manual and any
8 changes in the City of Alachua Personnel Policies and Procedures, shall be posted on the FOP
9 bulletin board at least 30 days prior to the effective date if the proposed changes in Policy
10 and Procedures will impact wages, hours or terms and conditions of employment If the FOP
11 disagrees with a new Police Department rule or City Personnel Policies and Procedures, it
12 shall make a written request for a meeting with the designated city bargaining representative
13 to attempt to reach a mutual agreement. The FOP request shall be shall be delivered to the
14 designated city bargaining representative and the meeting shall be held prior to the proposed
15 effective date of such rule. The 30 day posting requirement may be waived by mutual
16 agreement between the local FOP Representative and the City Representative.
- 17 13.5 A copy of the City Personnel Policies and Procedures is issued to each member and on file at
18 the Police Department for the information of all department personnel.

19
20
21
22
23
24
25
26

Article 14

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

- 14.1 Employees temporarily filling in an acting capacity, a position in higher rank shall receive the beginning rate of the higher classification. The pay rate will be at the minimum rate of the position being filled or at least five percent (5%) higher than the employee's base rate which ever is greater.

1 **Article 15**

2 **TRAINING**

3
4 15.1 Where the City requires any employee to attend supervisory training and/or training in
5 specialized techniques, the City will make every reasonable effort to facilitate the employee
6 attending such training during normal working hours. In the event the City is unable to
7 schedule the employee to attend such training during normal working hours, the employee
8 shall be required to attend such training during off-duty hours. However, the time spent by
9 the employee in such training during off-duty hours shall be compensated in accordance with
10 Hours of Work and Overtime.

11 15.2 All sworn officers will be required to train and qualify with their service weapon on a semi-
12 annual basis. The training will be conducted by a certified firearms instructor. All
13 ammunition and safety equipment will be furnished by the City. Any employee required to
14 attend such training during off-duty hours will be compensated in accordance with Hours of
15 Work and Overtime. An employee will be required to post a score of at least seventy-five
16 (75%) to qualify. Any employee posting a score of ninety-two percent (92%) or better, two
17 consecutive semi annual times, will receive a bonus of one day of paid leave, not charged
18 against any other leave time, to be taken by employee at any time, with approval of the
19 supervisor.

20 15.3 Transportation to the pistol range or transportation to any required and scheduled training
21 shall be provided by the Police Department. In the event such transportation is not available,
22 the employee shall be entitled to applicable travel time and mileage allowance, at the current
23 rate established by the I.R.S.

24 15.4 Current Florida State Statutes are on file at the Police Department and online for use by all
25 personnel.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

Article 16

FOP REPRESENTATIVE

16.1 The Employee Organization (FOP) shall be represented by its President or his/her designee.

16.2 An employee representative of the FOP shall be permitted reasonable access to all departmental work locations at reasonable times to handle specific grievances and matters of interpretation of the Agreement.

16.3 The City shall provide the FOP on annual basis a complete roster of the bargaining unit, including name, rank, address, telephone (unless unlisted), present assignment and current pay scale.

16.4 One (1) employee representative of the FOP who is engaged in the negotiation of this contract or in the successor contract shall be allowed to attend the negotiation sessions that occur within their normal duty hours without loss of pay or benefits.

Article 17

EDUCATIONAL ASSISTANCE

17.1 Educational Assistance Plan

The plan is designed to assist City employees in obtaining a college education, up to and including a B.A/B.S., in subjects that maintain or improve skills in their position.

17.2 Application Procedure

- (1) The employee must have successfully completed all applicable training periods.
- (2) The employee must submit a timely application to his/her Department Director prior to registering for the course. Application forms are available on COA Intranet – Human Resources. Approved applications will be sent to the Human Resources Director for final budget and management review and decision.
- (3) Employee will only be reimbursed if still employed by the City upon completion of the course.
- (4) Employee must certify that he/she is not receiving any funds for reimbursement from any source other than the City of Alachua (i.e. grants or other source of financial aid).

1 (5) A grade of "C" or higher is required as a final grade for the course

2

3 **17.3 Reimbursement**

4 (1) Costs for books are not reimbursable as they are considered personal property of the
5 employee

6 (2) No reimbursement will be made for an incomplete course and no employee will be
7 reimbursed more than one thousand (\$1,000) dollars per fiscal year (10-1-13 through 9-
8 30-14).

9 (3) The total reimbursement (total pay out to all bargaining unit members) by the City
10 under this Article 17 shall not exceed four thousand dollars (\$4,000) for FY 2013/2014.

11 (4) Funds will be committed on a first come first served basis as determined by the date /
12 time applications are submitted to the Department Director. Applications must be sent
13 to the Director (Chief) by email and are considered submitted the date and time
14 transmitted.

15 (5) A pre-approved application form accompanied by tuition receipt and evidence of
16 satisfactory completion of the course with appropriate grade must be submitted through
17 the Department Director to the Human Resource Department for reimbursement.

18

19 **17.4 Reimbursement shall be**

20 (1) Grade A (+/-) or Pass in Pass/Fail =100%

21 (2) Grade B (+/-) = 90%

22 (3) Grade C (+/-) = 80%

23 (4) Lower than C- = No Reimbursement

24

25

26

Article 18

27 **WORKERS COMPENSATION BENEFITS**

28

29 18.1 Workmen's Compensation provides medical and hospitalization expense benefits as well as
30 partial payments in lieu of salary for workers injured on the job per applicable State of Florida

31 statute 440. 100% compensation will be paid by the City for loss time up to two (2) weeks.

32 After that time payment will be made directly from workers compensation at 66% of total

33 gross. Supplement pay of 34% can be acquired by utilizing sick leave and vacation time.

34 Health insurance premiums will have to be paid by the employee after six (6) months on

1 Workmen's Compensation Rules. Vacation and sick leave accrual will discontinue after six
2 (6) months on Workmen's Compensation Rules.

3
4

ARTICLE 19

5 **INSURANCE**

6
7 19.1 The City agrees to furnish employees a major medical, surgical, hospitalization and dental
8 benefits group insurance plan. Coverage begins the first of the month after the first full
9 calendar month of employment.

10 19.2 The City agrees to pay the entire amount (100%) of the premium for the employees.
11 Dependent coverage will be at the expense of the employee.

12
13

Article 20

14 **EQUIPMENT**

15
16 20.1 The City will provide, at no cost to each employee, all uniforms required by the Police
17 Department including a flashlight and batteries, bulletproof vest with a current warranty and a
18 portable radio.

19 20.2 Any employee who shall sustain any breakage, loss or damage to uniform or personal
20 equipment in the line of duty shall have it replaced at no cost to the employee.

21 20.3 All officers will inspect their vehicle before going on the street. If the officer finds any fault
22 in the vehicle which might be considered a safety hazard, the officer shall inform the shift
23 supervisor. The vehicle will not be returned to duty until all safety hazards are eliminated.
24 When it has been proven that damage is due to operator negligence, the officer shall be
25 subject to disciplinary action.

26 20.4 Upon completion of the FTO program sworn officers will be assigned a (take home) vehicle.
27 Officers assigned take home vehicles shall be allowed to drive their assigned vehicles to and

1 from his/her residence provided the residence of the employee and described take home use is
2 within Alachua County.

3 20.5 Patrol vehicles will contain the following equipment in working order: Rotating emergency
4 light, siren, loudspeaker, two-way radio, shotgun and shells, shotgun locks, first aid kit, fire
5 extinguisher, reflective traffic vest, raincoat, and a prisoner cage guard in all vehicles which
6 shall be used to transport prisoners.

7 20.6 It is recognized that time is of the essence in meeting the mutual obligations set forth in this
8 article and both parties will expeditiously and with due diligence act to meet their respective
9 obligations.

10
11 **Article 21**

12 **HOURS OF WORK AND OVERTIME**

13
14
15 21.1 The following provisions shall govern hours of work and overtime:

16 A. Eighty (80) hours shall constitute a regular fourteen (14) day work period for all
17 sworn Police Officers including Sergeants, no matter the regular duty assignment.
18 Forty (40) hours shall constitute a regular seven (7) day work period for all other
19 employees covered under this agreement. For the purpose of this Agreement,
20 authorized compensated leave shall mean any leave compensated by the City.

21 B. Hours worked in excess of a regular forty (40) or regular eighty (80) hour work
22 period shall be compensated at the rate of time and one-half of the employee's
23 regular straight time rate. Compensation may be taken at the employee's option,
24 either by pay or compensatory leave.

25 C. If an employee covered by this Agreement is called out to work at a time outside
26 normal working hours, the employee shall receive a minimum of three (3) hours pay
27 at the rate of time and one-half regular straight time. Call out time that falls either
28 within one hour (1) hour before or within one (1) hour after the regular workday is

1 considered an extension of the work day and is included in the total hours worked
2 on that day.

3 D. The aforementioned minimum call out compensation shall apply to required off-
4 duty appearances as subpoenaed witness to attend any court, deposition, or other
5 legal matters on pending criminal civil, or traffic cases where the employee is
6 involved in official police capacity. Any witness fees or any other related fees in
7 connection with the appearance before any court or for the purpose of taking
8 depositions shall be retained by the employee.

9 E. No supervisor or official shall take action to cause the non-payment of time and
10 one-half in circumstances wherein the member covered by this Agreement has
11 performed work which entitles him to payment of time and one-half.

12 F. Work schedules will not be changed or altered to avoid the payment of overtime.

13 G. When an employee is put on a standby status for any reason, he shall receive
14 overtime at the established rate of time and one-half regular rate of pay. Standby
15 status is defined as when the personal activities of an employee are restricted to
16 such a degree as not to allow any movement from a designated area or location.

17 H. An employee performing any authorized extra-duty assignment shall be entitled to
18 the same rights, privileges, and benefits as if were working regular duty hours.
19 Compensation for extra-duty assignments will be at the established rate.

20 I. Hours worked by an employee in an extra-duty status as outlined in APD Extra
21 Duty Policy and Procedures must be paid regardless of work week provisions set
22 forth in Article 21.A.

23 K. The City has the authority to establish shifts and to use any method in establishing a
24 shift as well as change, increase, decrease, initiate, restrict and cancel a shift in
25 order to meet the needs of the department and to provide superior service to the
26 community.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

Article 22

ANNUAL LEAVE

22.1 Every employee shall receive a paid vacation accrued at the following rates for each full calendar year of service.

1 - 5 years.....	80 hours
5 - 10 years.....	120 hours
10 - 15 years	136 hours
15 - 20 years.....	160 hours
20 or more years.....	180 hours

22.2 The following apply to and regulate the use of annual leave:

- (1) The City will endeavor to accommodate split and/or staggered individual vacation dates applied for by the member as a part of the paragraph (3) request
- (2) Bargaining unit members must submit, between November 1 and December 31 by email to the Chief of Police, or designee, initial vacation requests for the next calendar year. Any employee hired after November 1 and before December 31 of any given year will comply with this section if a leave request is to be submitted for vacation leave in the next calendar year. Subsequent request will be considered on the same first come first served/seniority basis
- (3) Dates will be assigned (vacation leave granted) on a first come first served basis as determined by the (email) date/time applications are submitted and seniority shall control in the event of concurrent requests.
- (4) Article 13 of this contract and The City of Alachua Personnel Policies and Procedures Manual shall apply as appropriate.

22.3 Accrued annual time can be cashed-in in lieu of leave taken, as provided in the City's Personnel Policies and Procedures Section 6.02, Paragraph B.4 and C.

1 22.4 Accumulated annual leave not used during the calendar year in which it is eligible to
2 be taken may be carried over or accumulated to the following calendar year. However,
3 an employee cannot carry over more than 264 hours of annual leave beyond the calendar year
4 ending December 31, 2013. The increase in maximum carry over of annual leave from 240 hours
5 to 264 hours is operative only for January 1, 2014 until September 30, 2014. Thereafter, the
6 maximum carry forward will revert and be reduced to 240 hours. It is the responsibility of the
7 bargaining unit member to be aware of accrued and accruing annual leave and apply for (section
8 22.2) and maintain a balance that will not exceed a maximum accrual of 240 hours. Vacation and
9 personal leave hours current totals for each member are published and listed on each employed
10 pay notice ("stub") issued each pay period.

11 22.5 Unless employee resigns without two weeks notice or is terminated for violation of City's
12 Personnel Policies and Procedures, employee shall be paid for granted and unused annual
13 leave in the regular scheduled final paycheck for wages earned. Under no circumstances will
14 an employee be paid for more than 200 hours of unused annual leave.

15 22.6 Should the City increase the vacation benefit for non-bargaining unit members during the
16 course of the contract, bargaining unit members will be granted the same increases as the non-
17 bargaining unit members.

18
19 **Article 23**

20 **SICK LEAVE**

21
22 23.1 All regular full-time employees shall be granted 3.69 hours sick leave per bi-weekly pay
23 period. These days are cumulative with no maximum. Any full time regular employee who
24 maintains a minimum of 480 sick leave hours shall be granted twenty (20) hours of additional
25 personal leave time. Any full time sworn officer working a 12 hour work day schedule for
26 the entire calendar year who maintains a minimum of 480 sick leave hours shall be granted an
27 additional four (4) hours of personal leave time for a total of 24 hours. The 480 hour balance
28 must be maintained through the month of December to receive the additional personal leave
29 credit which will be awarded after January 1st of the following year.

1 **23.2 Sick Leave Award**

2 Any employee, except those sworn employees who work a 12 hour work day schedule for the
3 entire calendar year, who uses twenty (20) or less hours of sick leave during the calendar year
4 shall be granted twenty (20) hours of additional personal leave time the following January.
5 Eligible employee must have successfully completed the training period and worked the
6 entire calendar year, January – December of the prior year. Any sworn employee working a
7 12 hour work day schedule for the entire calendar year, who uses 24 or less hours of sick
8 leave during the calendar year, shall be granted 24 hours of additional personal leave time
9 after January 1st of the following year.

10 23.3 In the event of an employee’s death, a lump sum payment for all hours of sick leave earned
11 and accrued shall be paid in accordance with the law.

12 23.4 Sick leave may be used by the employee for the following reasons:

- 13 (a) Personal illness or physical incapacity of the employee.
- 14 (b) Critical illness in the immediate family.
- 15 (c) Enforced Legal quarantine due to exposure to contagious disease.
- 16 (d) Medical, dental or optical appointments which cannot be arranged
17 during off-duty hours.

18 23.5 An employee on sick leave shall be paid regular holiday pay for any and all holidays that
19 occur while on such leave.

20 23.6 Should the City increase the sick benefit for non-bargaining unit members during the course
21 of the contract, bargaining unit members will be granted the same increases as the non-
22 bargaining unit members.

23

24

Article 24

25

HOLIDAYS

26

27 24.1 The City will recognize the following as paid holidays for employees.

28

New Year’s Day
Martin Luther Kings Birthday

29

- 1 Washington's Birthday
- 2 Memorial Day
- 3 Independence Day
- 4 Labor Day
- 5 Veteran's Day
- 6 Thanksgiving Day
- 7 Friday after Thanksgiving Day
- 8 Christmas Eve
- 9 Christmas Day
- 10 New Year's Eve Day

11
12 24.2 and a Personal leave day to be used anytime during the calendar year. The personal day will
13 be granted during the first pay period in January of each year for current and new employees.
14 Employees hired after the first pay period in January will not receive their personal day until
15 the following January. Those employees working 10 hours a day will be granted a
16 10 hour personal day, those employees working 12 hours a day will be granted a
17 12 hour personal day and those employees working 8 hours a day will be granted
18 an 8 hour personal day. Personal leave day not used during the calendar year in which it
19 is eligible to be taken may not be carried over and accumulated to the following calendar year
20 or may not be cashed-in in lieu of taking the time off.

21 24.3 If a holiday falls on an employee's off duty day, he shall receive holiday pay at the regular
22 rate of pay or a day added to vacation time at the employee's option.

23 24.4 An employee required to work on a holiday listed above shall receive holiday pay or a day
24 added to vacation time at the employees option; in addition thereto he shall receive time and
25 one-half (1 ½) regular rate for all hours worked on the holiday. If an employee works
26 overtime on a holiday he shall only receive time and one half (1 ½) regular rate for all the
27 hours worked on the holiday.

28 24.5 If the holiday occurs while an employee is on vacation he shall receive an additional day's
29 vacation, or compensation in lieu thereof, with supervisor's approval.

30 24.6 The holidays recognized for all employees are those listed above and not any other designated
31 day.

1 24.7 Should the City increase the Holiday benefit for non-bargaining unit members during the
2 course of the contract, bargaining unit members will be granted the same increases as the non-
3 bargaining unit members.
4

5 **Article 25**

6 **BEREAVEMENT LEAVE**

7
8 25.1 The City agrees when a death occurs in the immediate family of an employee, that employee
9 shall be granted up to three days off for the funeral. An employee needing additional time
10 may be granted up to seven (7) days from accumulated sick, compensatory time, personal or
11 vacation time by the Chief of Police.

12 25.2 The City agrees that the immediate family as cited above shall be defined as: father, mother,
13 spouse, children, stepchildren, step parents, brother, sister, grandparents, grandchildren, and
14 in-laws (immediate family only). If the employee was reared by someone other than one of
15 the above named, he may request the leave as though he had been reared by one of the above
16 named.

17 25.3 The City agrees that bereavement leave is a separate category and will not be charged against
18 any other leave.

19 **Article 26**

20 **WAGES**

21
22 26.1 Members covered by this agreement will receive a COLA adjustment for fiscal year
23 2013/2014 (26.4).

24 26.2 Members covered by this agreement will not receive Merit Pay or Longevity pay adjustments
25 as outlined in City of Alachua Personnel Policies & Procedures, Chapter V, Article 5.03, for
26 fiscal year 2013/2014.

27 26.3 The City and the FOP agree to reopen negotiations on all Articles no later than June 6, 2014
28 for fiscal years 2014/2015.

1 26.4 Effective for the first full pay period in October of 2013 all bargaining unit members shall
2 receive a three percent pay increase (COLA) in the form of the scheduled increases set forth
3 in this section or by separate adjustment, but not both. Positions will be sited within the City
4 of Alachua Classification and Compensation Plan as follows:

5
6 **Police Officer I (Probationary or new hire)**

7 Level 23 15.60/hr. to 24.11hr

8 **Police Officer II**

9 Level 24 16.39/hr to 25.32/hr

10
11 **Detectives/SRO/Canine Officer currently assigned shall continue in pay Level**
12 **25 even if transferred**

13 Level 25 17.20/hr to 26.60/hr

14 **Police Sergeant**

15 Level 30 21.97/hr to 33.95/hr

16 **Communications Operator**

17 Level 20 13.48/hr to 20.82/hr

18 26.5 Upon successful completion of the initial 365 day probationary/training period, a
19 Police Officer I shall be classified Police Officer II at base pay, Level 24.

20
21 **Article 27**

22 **SAVINGS CLAUSE**

23
24 27.1 All job benefits hereto enjoyed by the employees which, are not specifically provided for or
25 abridged by the collective Bargaining Agreement shall continue under conditions that they had
26 previously been granted. The Agreement will not deprive any employee of any benefits or
27 protection granted by the laws of the State of Florida, the ordinances and policies and
28 procedures of the City of Alachua.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Article 28

SEVERABILITY CLAUSE

- 28.1 Should any provision of this collective Bargaining Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of accord of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.
- 28.2 Should any Article be rendered invalid, it shall be re-negotiated within sixty (60) days.

Article 29

STRIKES AND LOCKOUTS

- 29.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the employees or the FOP and there will be no lockouts by the City for the duration of this Agreement. The FOP supports the City fully in maintaining normal operations.
- 29.2 Any employee who participates in or promotes a strike, work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined by the City and only the question of whether the employee did in fact participate in or promote such action shall be subject to grievance and arbitration procedure.
- 29.3 It is recognized by the parties that the City is responsible for and engaged in activities which are basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief.
“Picketing” as used herein shall mean any action which has the effect of preventing or attempting to prevent employees from reporting to or continuing work or preventing the public from entering public facilities. Informational picketing is allowed.

1 **Article 30**

2 **PROMOTIONAL EXAMINATION PROCESS**

3
4 30.1 Vacancies to a higher position in the Department shall be filled by a promotional policy as
5 established in this Article.

6 30.2 The City will post, on all department bulletin boards, (for all eligible officers) a date for a
7 competitive promotional examination. The City will give forty-five (45) days notice prior to
8 the commencement of the examination(s) and provide a list from where the questions are to
9 come for the written examination.

10 30.3 Officers, to be eligible to take the exam for Police Sergeant, shall have a minimum of two (2)
11 years of continuous satisfactory full time service as a Police Officer with the City of Alachua
12 in order to be considered for the promotion.

13 30.4 The competitive process will consist of four (4) phases, a written multiple choice exam, a
14 practical exercise, role playing and an oral board. An employee will have to obtain a score of
15 at least 70% on the written exam to continue to the next stage of the process. The written test
16 will consists of 100 multiple choice questions and the score is valid for two full years from
17 the date of taking. However, if an officer elects to retake the written test when it is offered,
18 only the more recent test score will be valid. The practice exercise will consist of presenting
19 the officer with a simulated event and then requiring the officer to complete the required
20 report(s) in order to evaluate the candidate's perception, knowledge and report writing skills.
21 The third phase involves the candidate in a role playing exercise. The exercise is designed to
22 evaluate the candidate's knowledge, judgment, composure, interpersonal skills, leadership
23 and decision making. The practice exercise and role playing phase may be combined. The
24 final phase consists of an oral board made up of the three (Sergeants or lieutenants or any
25 combination) from law enforcement agencies in the state. The City will assemble and select
26 the board and bear any associated costs during the oral board. Candidates will be asked to
27 respond to questions concerning situations a Sergeant with APD would be expected to
28 encounter.

1 Each phase (1-4) will be graded separately and weighted at 25 percent of the total score of
2 100 (25 points each).

3 All candidates will be given the same written exam (phase I), and presented with the same
4 practical exercise (phase II) and role playing scenario (phase III). The oral board will be
5 unscripted (phase IV).

6

7 30.5 The FOP may have one (1) proctor present during any part of the examination process
8 (written or oral). The proctor shall act as an observer and will not interfere with the
9 examination.

10 30.6 When a position becomes (i.e. detective, SRO, etc) available within the department or a new
11 position is being created, the Chief of Police will post (thirty days in advance of the transfer)
12 on all bulletin boards throughout the department the nature of the opening(s). All eligible and
13 interested officers will submit in writing (with an attached list of their qualifications and
14 schooling) why they should be considered for the open or vacant position. The Chief of
15 Police shall make the decision based on the most qualified candidate. The Chief of Police
16 may take into consideration the past evaluations and discipline of the officers being
17 considered.

18 30.7 The Chief of Police will be able to pick from the top three employees on the promotional list
19 when determining who is to be promoted. The promotional list shall be valid for 24 months
20 from the date of its inception. Should the City offer a new test before the expiration of the
21 promotional list, the officers on the current list shall have the option to re-test. The rankings
22 shall be from highest score to lowest and will incorporate officers from any and all current
23 testing cycles. However, officers will be deleted from the promotion list when their 24
24 month eligibility expires. As officers are removed, those employees remaining on or added
25 to the promotional list from a new testing cycle will be ranked from the highest score to the
26 lowest.

1 **Article 31**

2
3 **DRUG POLICY**
4

5
6 31.1 The City of Alachua and the FOP recognize that the City should not accept any risk to the
7 safety of its employees or members of the public or compromise the quality of our work,
8 services or productivity as the result of alcohol or drug abuse which can impair one's normal
9 mental and physical faculties. Both parties agree to the promotion of a drug free workplace
10 pursuant to Florida State Statute 440.102 and Executive Order 12584 (Drugfree Workplace
11 Act).

12 31.2 The FOP agrees to support any policy adopted by the City and abide by all its provisions

13
14 **Article 32**
15

16
17 **NON-DISCRIMINATION**
18

19
20 32.1 Employees of the City shall have the right to form, join, and participate in, or to refrain from
21 forming, joining, and participating in any employee organization of their own choosing. No
22 employee shall be intimidated, restrained, coerced, or discriminated against by either the City
23 or the FOP, because of the exercise of these rights.

24 32.2 The City and the FOP shall apply the provisions of this Agreement equally to all employees
25 without discrimination, because of age, sex, race, creed, religion, national origin or disability
26 except where the law allows consideration of such factors.

27 32.3 The use of masculine or feminine gender in this Agreement shall be construed as including
28 both genders.

29 **Article 33**

30 **Safety**

31 33.1 It shall be the joint responsibility of the City of Alachua and the FOP to work cooperatively to
32 ensure the safest working environment possible.

1 33.2 The City and the FOP shall meet at least quarterly to discuss safety concerns; however, either
2 party may call a safety meeting at any time to discuss safety concerns.

3

4 **TERM OF AGREEMENT**

5 This contract is ratified and shall be effective October 1, 2013 after approval by the City of
6 Alachua Commission and will remain in effect until September 30, 2014. This contract will
7 remain in full force and effect until its successor is ratified and implemented.

8

9 IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date sworn.

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

Date

Traci L. Cain, City Manager

THIS AGREEMENT was ratified by a majority of the members of the Bargaining Unit in voting conducted October 13, 2013

10/14/13

Date



Jeff McAdams, President
Gator Lodge 67, Fraternal Order of Police, Inc.

THIS AGREEMENT is ratified by the Alachua City Commission and the Mayor authorized and directed to affix his signature this 21st day of October, 2013.

Attest:

Traci L. Cain, City Manager/City Clerk

Gib Coerper, Mayor

APPROVED AS TO FORM

Marian Rush, City Attorney

Date