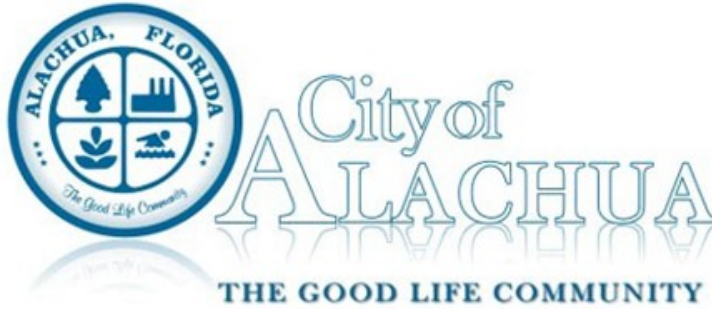




Mayor Walter Welch
Vice Mayor Jennifer Ringersen
Commissioner Shirley Green Brown
Commissioner Jacob Fletcher
Commissioner Jackson Youmas

City Manager Rodolfo Valladares
City Attorney Scott Walker

The City Commission will conduct a
Regular City Commission Meeting
At 6:00 PM

to address the item(s) below.

Meeting Date: May 4, 2026

Meeting Location: James A. Lewis City Commission Chambers
15100 NW 142 Terrace
Alachua, FL 32615

City Commission Meeting

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Mayor, through the City Clerk's office, no later than 5:00 P.M. on the day prior to the meeting.

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

I. SPECIAL PRESENTATIONS

A) ALACHUA ELEMENTARY ART CERTIFICATE PRESENTATION

B) HOME INSTRUCTION FOR PARENTS OF PRESCHOOL YOUNGSTERS (HIPPIY) PROGRAM

- C) 2026 FSAWWA REGION XI BEST TASTING DRINKING WATER AWARD
- D) 2026 ECONOMIC DEVELOPMENT WEEK PROCLAMATION
- E) STOP THE BLEED DAY 2026
- F) MENTAL HEALTH AWARENESS MONTH 2026
- G) PEACE OFFICERS MEMORIAL DAY 2026

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who is unable to speak at this time will have an opportunity to speak at the end of the meeting)

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

IV. PUBLIC HEARINGS AND ORDINANCES

(Presentations, other than the applicant, please limit to 3 Minutes)

- A) ORDINANCE 26-09 | AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE SMALL-SCALE AMENDMENT OF THE CITY OF ALACHUA COMPREHENSIVE PLAN FUTURE LAND USE MAP; AMENDING THE FUTURE LAND USE MAP CLASSIFICATION OF A ± 46.68-ACRE SUBJECT PROPERTY FROM LOW DENSITY RESIDENTIAL, MODERATE DENSITY RESIDENTIAL, AND COMMUNITY COMMERCIAL TO MODERATE DENSITY RESIDENTIAL, COMMUNITY COMMERCIAL, AND COMMERCIAL; GENERALLY LOCATED AT 16650 NW US HIGHWAY 441 (TAX PARCEL 03042-050-004; 03042-050-005 (PORTION THEREOF); 03046-003-000 (PORTION THEREOF)); REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (LEGISLATIVE HEARING, FIRST READING).
- B) ORDINANCE 26-10 | AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE OFFICIAL ZONING ATLAS FROM COMMUNITY COMMERCIAL ("CC"), COMMERCIAL INTENSIVE ("CI"), AND PLANNED DEVELOPMENT – RESIDENTIAL ("PD-R") TO PD-R AND PLANNED DEVELOPMENT – COMMERCIAL ("PD-COMM") ON A ± 182-ACRE SUBJECT PROPERTY; GENERALLY LOCATED AT 16650 NW US HIGHWAY 441; TAX PARCELS 03042-050-003; 03042-050-004; 03042-050-005; 03042-050-010; 03042-051-001; 03046-003-000; 03046-003-001; 03046-003-003; 03046-003-004; 03046-003-005; 03875-001-001; 03875-010-001; 03875-010-002; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (QUASI-JUDICIAL HEARING, FIRST READING).

V. AGENDA ITEMS

- A) FY2025/2026 CITY OF ALACHUA/ALACHUA POLICE DEPARTMENT-NORTH CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION COLLECTIVE BARGAINING AGREEMENT.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

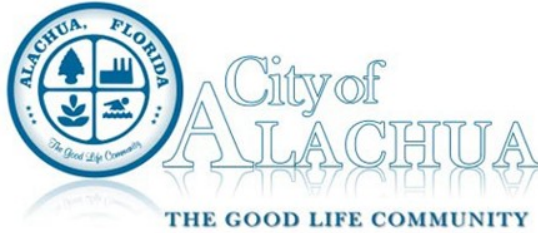
VIII. COMMISSION COMMENTS/DISCUSSION

ADJOURN

CONSENT AGENDA

Consent Agenda items represent routine City operations and business. These items are approved at the beginning of the Regular City Commission meeting upon approval of the meeting agenda.

- A) APPROVAL OF THE APRIL 20, 2026, JOINT CITY COMMISSION/BOARD OF CANVASSERS MEETING MINUTES**
- B) APPROVAL OF THE APRIL 20, 2026, CITY COMMISSION MEETING MINUTES**



Commission Agenda Item

MEETING DATE: May 4, 2026

SUBJECT: Alachua Elementary Art Certificate Presentation

PREPARED BY: Janet Knapp, Assistant Deputy City Clerk

RECOMMENDED ACTION:

Recommended action is for Mayor Welch to assist Art Teacher, Hannah Evans, to award the student certificates

Summary

In recognition of the student artists, we are presenting art certificates to the students of Alachua Elementary School, whose artwork was featured on display on the foyer of City Hall

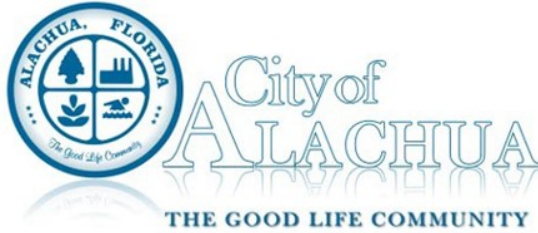
FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

None



Commission Agenda Item

MEETING DATE: May 4, 2026

SUBJECT: Home Instruction for Parents of Preschool Youngsters (HIPPY) Program

PREPARED BY: David Wisener

RECOMMENDED ACTION:

Receive the presentation.

Summary

Strategic Initiative 2.4 of the City's FY 2026 Strategic Plan aims to "develop a collaborative strategy with the Alachua County School Board to improve performance of schools within the City." As part of this longstanding initiative, the City created the Education Task Force (ETF) in FY 2023 to advise the City Commission on best practices for addressing ways to support improvements in education. One of Staff's initial actions was to meet with then-School Board of Alachua County (SBAC) Superintendent Shane Andrew to receive his recommendations. Superintendent Andrew suggested the most pressing, least-addressed need in childhood education was improving school readiness for children ages 0 to 5 in preparation for entering kindergarten.

Subsequently, Staff met with Dr. Herman Knopf, senior research scientist for the University of Florida Anita Zucker Center for Excellence in Early Childhood Studies. Dr. Knopf provided his opinion that home visitation programs such as Home Instruction for Parents of Preschool Youngsters (HIPPY) offered by SBAC are very effective at improving both children's learning development and school readiness. Staff then met with SBAC HIPPY Coordinator Stacey Williams to learn more details about HIPPY. Coordinator Williams shared that at that time HIPPY served primarily Gainesville-based families but could if funded provide service for some families in Alachua.

In anticipation of the FY 2027 Strategic Plan Retreat to be held on May 12 in which Staff will present the City Commission with a handful of program options for its consideration regarding Strategic Initiative 2.4, Coordinator Williams is here tonight to provide a brief overview of what HIPPY is and how Alachua families could be included in its outreach.

FINANCIAL IMPACT

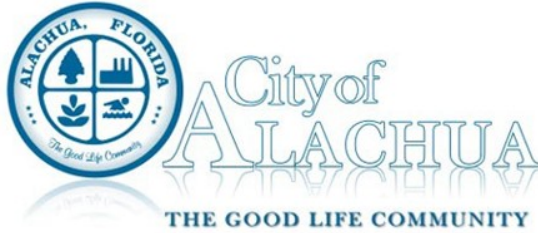
ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Economic Development
Quality of Life
Community Enhancement
Strengthen Community Service

ATTACHMENTS

None



Commission Agenda Item

MEETING DATE: May 4, 2026

SUBJECT: 2026 FSAWWA Region XI Best Tasting Drinking Water Award

PREPARED BY: Rodolfo Valladares

RECOMMENDED ACTION:

Receive a presentation

Summary

In April, Gainesville Regional Utilities hosted the Florida Section American Water Works Association (FSAWWA) Best Tasting Drinking Water Competition, a regional event that brings together utilities from across North Central Florida to submit drinking water samples for evaluation based on taste, odor, and clarity. The competition highlights excellence in water treatment and showcases the expertise and commitment of utility professionals who work to deliver safe, high-quality drinking water to their communities.

At this event, the City of Alachua was recognized as the 2026 FSAWWA Region XI Best Tasting Drinking Water – People’s Choice Award winner. This distinction reflects not only the exceptional quality of the City’s drinking water, but also the dedication, skill, and professionalism of the Water Department staff who ensure reliable and safe service every day.

FINANCIAL IMPACT

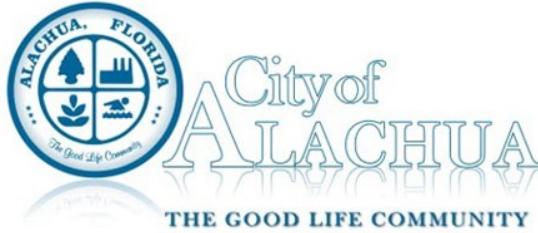
ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Quality of Life
Strengthen Community Service

ATTACHMENTS

None



Commission Agenda Item

MEETING DATE: May 4, 2026

SUBJECT: 2026 Economic Development Week Proclamation

PREPARED BY: David Wisener

RECOMMENDED ACTION:

City Attorney to read the proclamation.

Summary

The City of Alachua is proud to celebrate 2026 Economic Development Week, a global initiative led by the International Economic Development Council (IEDC). This year's theme, "100 Years of Impact," recognizes IEDC's centennial anniversary and 100 years of leadership in economic development. Economic Development Week presents an opportunity to examine the evolution of economic development, celebrate our successes today, and lay groundwork for the next era of prosperity for our community.

Achievements to celebrate in Alachua include the progress made in the community compared to the rest of the state and nation regarding cost of living. While much of the country suffers from a housing shortage that has driven up the cost of both home ownership and rent, homeowner and rental vacancy in Alachua is much higher than the state and national averages, resulting in lower average house and rent costs - Alachua's average house value is \$285,700 compared to Florida's \$325,000 and the U.S.'s \$303,400. Overall, the cost of living in Alachua is 12.5% lower than the Florida average and 10.2% lower than the U.S. average.

This is coupled with the progress that has been made in both employment and wage growth. While job and wage growth have been comparatively low at the state and national level, this past year employment grew by 1.9% in Alachua compared to 0.3% in Florida and 0.5% nationally, and wages grew by 6.1% in Alachua compared to 4.7% in Florida and 4.1% in the U.S.

These statistics are worth celebrating because a prime indicator of a community's quality of life is its cost of living and the availability of high-paying jobs for people of all education levels, and they come as a result of the City Commission's emphasis on managed growth in housing and job creation.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Economic Development
Quality of Life
Community Enhancement
Strengthen Community Service

ATTACHMENTS

1. 2026 Economic Development Week Proclamation

2026 ECONOMIC DEVELOPMENT WEEK PROCLAMATION

WHEREAS, more than 100,000 economic development and related professionals worldwide are committed to creating, retaining, and expanding top-tier opportunities that foster long-term, equitable community growth; and

WHEREAS, for generations, the economic development profession has cultivated thriving neighborhoods, championed sustainability and resiliency, strengthened economic prosperity, enhanced quality of life, and built robust tax bases; and

WHEREAS, economic development professionals operate across diverse environments, including rural, suburban, and urban communities; local, state, provincial, and national governments; public-private partnerships; chambers of commerce; institutions of higher education; and similar organizations and associations; and

WHEREAS, economic development professionals serve as stewards of progress, connecting residents, business leaders, elected officials, industry executives, and educational institutions to advance job creation, community investment, infrastructure improvements, and long-term opportunity; and

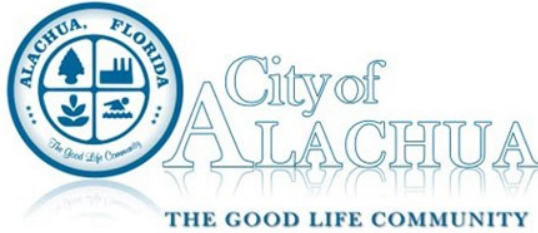
WHEREAS, economic developers contribute to the continued strength and vitality of the City of Alachua, building on past achievements while shaping a resilient and prosperous future; and

WHEREAS, since 1926, the International Economic Development Council and its preceding organizations have advanced the profession globally, marking 100 years of leadership dedicated to fostering growth, innovation, inclusion, sustainability, and resilience in communities of all sizes;

NOW THEREFORE I, Walter Welch, Mayor of the City of Alachua, Florida, by virtue of the authority vested in me, do hereby proclaim May 4 to May 8, 2026 as Economic Development Week in the City of Alachua and celebrate 100 years of impact – reflecting on the progress achieved, honoring the professionals who strengthen our communities today, and inspiring the next century of economic opportunity and growth.

ATTEST:

Walter Welch, Mayor



Commission Agenda Item

MEETING DATE: May 4, 2026

SUBJECT: Stop the Bleed Day 2026

PREPARED BY: Tara L. Malone

RECOMMENDED ACTION:

City Attorney to read proclamation, declaring May 21st, 2026, as Stop the Bleed Day.

Summary

Stop the Bleed is a national public health campaign aimed at saving lives through training on how to stop traumatic bleeding. It is observed each year on the Thursday of Emergency Medical Services (EMS) Week. This year, Stop the Bleed Day will be observed on May 21st, 2026.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Quality of Life

ATTACHMENTS

1. Proclamation_Stop the Bleed_2026



City of Alachua, Florida

Office of Mayor *Walter Welch*

PROCLAMATION

WHEREAS, Stop the Bleed is a national public health campaign, launched at a White House ceremony in 2015; and

WHEREAS, its goal is to save lives by training people across the country how to stop traumatic bleeding; and

WHEREAS, excessive bleeding is the leading cause of death for those under the age of 40; and

WHEREAS, the campaign is a public/private partnership led by the US Department of Defense and supported by a number of organizations including the US Department of Homeland Security, the Stop the Bleed Coalition, the American Red Cross, The American College of Surgeons, the American College of Emergency Physicians and the American Heart Association; and

WHEREAS, the campaign is based on the lessons the Department of Defense learned in Afghanistan and Iraq on the best ways to treat traumatic injuries involving severe blood loss; and

WHEREAS, each year, the Thursday of Emergency Medical Services (EMS) Week is proclaimed STOP THE BLEED Day by the campaign to engage the public to learn more about how to become empowered to save lives.

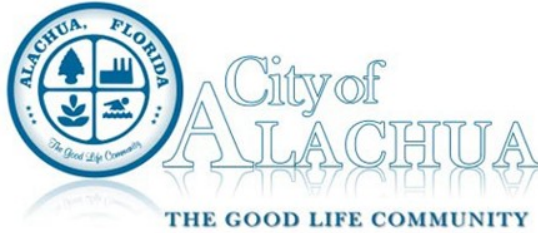
NOW, THEREFORE, I, Walter Welch, Mayor of the City of Alachua, representing the City and the City Commission, do hereby proclaim **May 21st, 2026**, as

“Stop the Bleed Day”

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of May 2026.

ATTEST:

Walter Welch, Mayor



Commission Agenda Item

MEETING DATE: May 4, 2026

SUBJECT: Mental Health Awareness Month 2026

PREPARED BY: Tara L. Malone

RECOMMENDED ACTION:

City Attorney to read proclamation, declaring May as Mental Health Awareness Month 2026.

Summary

The Substance Abuse and Mental Health Services Administration (SAMHSA) recognizes May as Mental Health Awareness Month to promote an increased awareness about the crucial role mental health plays in our overall health and well-being.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Quality of Life

ATTACHMENTS

1. Proclamation_Mental Health Month_2026



City of Alachua, Florida

Office of Mayor Walter Welch

PROCLAMATION

WHEREAS, Mental Health Awareness Month was established in 1949, to increase awareness of the importance of mental health and wellness in Americans' lives and to celebrate recovery from mental illness; and

WHEREAS, the Substance Abuse and Mental Health Services Administration has recognized Mental Health Awareness Month every May to increase awareness about the vital role mental health plays in our overall health and well-being; and

WHEREAS, with early and effective interventions, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, health care provider, organization and citizen share the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, I, Walter Welch, Mayor of the City of Alachua, representing the City and the City Commission, do hereby proclaim **May 2026**, as

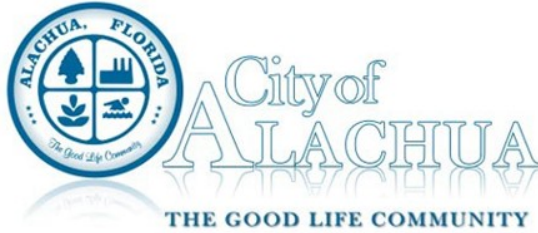
~ Mental Health Awareness Month 2026 ~

“Look Around, Look Within”

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of May 2026.

ATTEST:

Walter Welch, Mayor



Commission Agenda Item

MEETING DATE: May 4, 2026

SUBJECT: Peace Officers Memorial Day 2026

PREPARED BY: Tara L. Malone

RECOMMENDED ACTION:

City Attorney to read proclamation, declaring May 15th, 2026, as Peace Officers Memorial Day in the City of Alachua.

Summary

In 1963, the United States Congress and President John F. Kennedy proclaimed May 15th, as National Peace Officers Memorial Day and the week in which it falls as National Police Week.

This is a time to honor each and every law enforcement officer across the country that has given the ultimate sacrifice in service to their communities and the citizens whom they took an oath to protect.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. Proclamation_Peace Officer Memorial Day_2026



City of Alachua, Florida

Office of Mayor Walter Welch

PROCLAMATION

WHEREAS, in 1963, the Congress of the United States and President John F. Kenney proclaimed May 15th as Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated men and women of the Alachua Police Department; and

WHEREAS, since the first recorded death in 1791, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and died or have been killed in the line of duty; and

WHEREAS, the members of the Alachua Police Department play an essential role in safeguarding the rights and freedoms of the citizens of the City of Alachua; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their law enforcement agencies, and that members of the Alachua Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception, and the weak against oppression or intimidation.

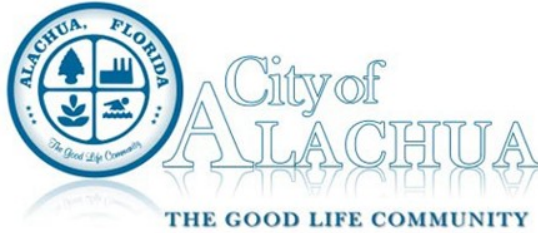
NOW, THEREFORE, I, Walter Welch, Mayor of the City of Alachua, representing the City and the City Commission, do hereby proclaim **May 15th, 2026**, as

“Peace Officers Memorial Day”

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of May 2026.

ATTEST:

Walter Welch, Mayor



Commission Agenda Item

MEETING DATE: May 4, 2026

SUBJECT: Ordinance 26-09 | AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE SMALL-SCALE AMENDMENT OF THE CITY OF ALACHUA COMPREHENSIVE PLAN FUTURE LAND USE MAP; AMENDING THE FUTURE LAND USE MAP CLASSIFICATION OF A ± 46.68-ACRE SUBJECT PROPERTY FROM LOW DENSITY RESIDENTIAL, MODERATE DENSITY RESIDENTIAL, AND COMMUNITY COMMERCIAL TO MODERATE DENSITY RESIDENTIAL, COMMUNITY COMMERCIAL, AND COMMERCIAL; GENERALLY LOCATED AT 16650 NW US HIGHWAY 441 (TAX PARCEL 03042-050-004; 03042-050-005 (PORTION THEREOF); 03046-003-000 (PORTION THEREOF)); REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (Legislative Hearing, First Reading).

PREPARED BY: Carson Crockett

RECOMMENDED ACTION:

Staff recommends that the City Commission defer the hearing and first reading of Ordinance 26-09 to a date certain of June 8, 2026.

Recommended Motion: *I move that this Commission defer the hearing and first reading of Ordinance 26-09 to a date certain of June 8, 2026.*

Summary

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. Notice of Deferral

April 22, 2026

Submitted electronically to csweger@edafl.com; gerry.dedenbach@nv5.com

Clay Sweger
eda consultants, inc.
720 SW 2nd Ave, #300, South Tower
Gainesville, FL 32601

Gerry Dedenbach
NV5, Inc.
11801 Research Dr
Alachua, FL 32615

Application #: PSSC26-0002; PR26-0002

RE: Notice of Deferral for the Farmlands Commercial SSCPA & Rezoning

Dear Clay Sweger & Gerry Dedenbach,

The referenced applications were originally scheduled to be heard before the City Commission on May 4, 2026; however, the applications were not properly noticed in conformance with Section 2.2.9 of the City's Land Development Regulations. More specifically, Section 2.2.9(D) establishes standards for posted notices, which were not placed on the property for the required minimum 14 days prior to the May 4, 2026, City Commission meeting.

As such, staff will recommend deferral of the applications at the May 4, 2026, City Commission meeting to the next available City Commission meeting agenda on **June 8, 2026**.

Pursuant to Section 2.2.10(B) of the City's Land Development Regulations, the Applicant will be responsible for the cost of readvertising and remailing of public notices.

Section 2.2.9(D) of the Land Development Regulations requires the applicant to place posted notice signs on the subject property at least 14 days prior to the public hearing; therefore, posted notice signs must be placed on the property no later than ***Thursday, May 21, 2026*** (City Hall will be closed Monday, May 25, 2026, in observance of Memorial Day). Updated sign affidavits and replacement signs (if needed) will be ready for pickup after 12:00 PM on Thursday, May 21, 2026. You will be notified again when the signs are available.

If you plan to utilize a PowerPoint presentation or would like other materials to be available for reference during the public hearing, please submit the presentation or materials no later than 12:00 PM on the last business day prior to the City Commission meeting; therefore, the presentation or materials must be submitted no later than 12:00 PM on **Thursday, June 4, 2026**. Any presentation or materials may be submitted electronically by emailing them to planning@cityofalachua.org.

If you have any questions regarding the information above, please contact me at (386) 418-6137 or at ccrockett@cityofalachua.org.

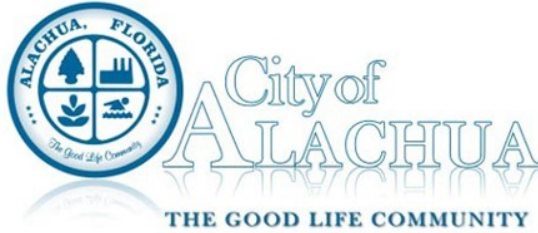
Sincerely,

A handwritten signature in blue ink, appearing to read 'Carson J. Crockett'.

Carson J. Crockett, AICP
Principal Planner

CC:

- Rodolfo Valladares, City Manager *(by electronic mail)*
- Scott Walker, City Attorney *(by electronic mail)*
- Kiersten Ballou, Assistant City Attorney *(by electronic mail)*
- Kristie Williams, Legal Assistant *(by electronic mail)*
- Patrice Boyes, Special Counsel to the City for Land Use *(by electronic mail)*
- Cameron Heaton, Law Clerk *(by electronic mail)*
- Bryan Thomas, AICP, Planning & Community Development Director *(by electronic mail)*
- Parker Stevens, Planner *(by electronic mail)*
- Brenda Flieger, Planning Assistant *(by electronic mail)*
- Project File



Commission Agenda Item

MEETING DATE: May 4, 2026

SUBJECT: Ordinance 26-10 | AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE OFFICIAL ZONING ATLAS FROM COMMUNITY COMMERCIAL ("CC"), COMMERCIAL INTENSIVE ("CI"), AND PLANNED DEVELOPMENT – RESIDENTIAL ("PD-R") TO PD-R AND PLANNED DEVELOPMENT – COMMERCIAL ("PD-COMM") ON A ± 182-ACRE SUBJECT PROPERTY; GENERALLY LOCATED AT 16650 NW US HIGHWAY 441; TAX PARCELS 03042-050-003; 03042-050-004; 03042-050-005; 03042-050-010; 03042-051-001; 03046-003-000; 03046-003-001; 03046-003-003; 03046-003-004; 03046-003-005; 03875-001-001; 03875-010-001; 03875-010-002; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (Quasi-Judicial Hearing, First Reading).

PREPARED BY: Carson Crockett

RECOMMENDED ACTION:

Staff recommends that the City Commission defer the hearing and first reading of Ordinance 26-10 to a date certain of June 8, 2026.

Recommended Motion: *I move that this Commission defer the hearing and first reading of Ordinance 26-10 to a date certain of June 8, 2026.*

Summary

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

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April 22, 2026

Submitted electronically to csweger@edafl.com; gerry.dedenbach@nv5.com

Clay Sweger
eda consultants, inc.
720 SW 2nd Ave, #300, South Tower
Gainesville, FL 32601

Gerry Dedenbach
NV5, Inc.
11801 Research Dr
Alachua, FL 32615

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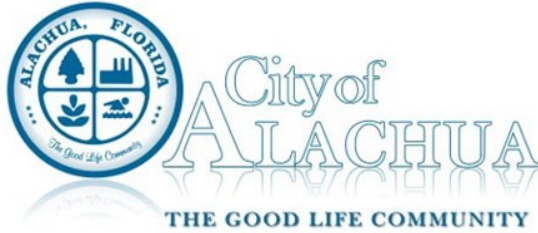
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Carson J. Crockett, AICP
Principal Planner

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- Parker Stevens, Planner *(by electronic mail)*
- Brenda Flieger, Planning Assistant *(by electronic mail)*
- Project File



Commission Agenda Item

MEETING DATE: May 4, 2026

SUBJECT: FY2025/2026 City of Alachua/Alachua Police Department-North Central Florida Police Benevolent Association Collective Bargaining Agreement.

PREPARED BY: Tara L. Malone

RECOMMENDED ACTION:

City Commission to ratify the FY 2025/2026 City of Alachua/Alachua Police Department-North Central Florida Police Benevolent Association Collective Bargaining Agreement, and authorize and direct the Mayor, City Manager and City Attorney to execute the agreement.

Summary

On October 13th, 2025, the collective bargaining agreement with Fraternal Order of Police (FOP) was presented to the Commission for FY 2025/2026. At that time, the City was aware of the bargaining unit members' intent to transition from FOP to Police Benevolent Association (PBA) for union representation. An overview of events leading up to the presentation of the agreement was provided. Below is a timeline of what has transpired since October 13th, 2025, leading up to presentation of the new collective bargaining agreement with PBA:

- 10/21/25 - Voting packets for bargaining unit members received by Human Resources from Public Employee Relations Commission (PERC) Elections Division.
- 10/22/25 - Voting packets distributed to bargaining unit members and Notice of Delivery of Ballots to APD Bargaining Unit Members posted. Election period set to run through 11/17/25.
- 11/17/25 - Election results tabulated by PERC; tally of ballots received by City of Alachua. Petitioner, Florida Police Benevolent Association, Inc. (PBA), prevailed.
- 12/31/25 - City received notice of Final Order from PERC, certifying exclusive collective bargaining representation and revoking prior certification. Certification #2156 issued to PBA.

In January 2026, PBA submitted Notice of Intent to Bargain regarding PERC Certification #2156. Due to scheduling and availability of negotiation team members, the first session was scheduled for March 10th, 2026. Subsequent sessions were held on March 26th, April 9th and finally, April 23rd, 2026.

As stipulated in the proposed agreement, it will become effective upon ratification by both

parties and remain in effect through September 30th, 2028. Wages (Article 26), and up to two (2) articles chosen by each party shall be subject to renegotiation on an annual basis.

The agreement was presented to bargaining unit members and voting was held on April 28th and 29th, 2026. Bargaining unit members voted unanimously, 22 to 0, to ratify the agreement.

Included with this agenda item are the following documents:

1. PERC Tally of Ballots
2. PERC Certification 2156
3. FY 2025/2026 APD-FOP Agreement
4. APD 2026-2028 CBA 1st Draft with Strikethrough and Underline
5. PBA Member Vote
6. APD 2026-2028 CBA Final

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Community Enhancement
Strengthen Community Service
Quality of Life
Funding Source - General Fund

ATTACHMENTS

1. PERC Tally of Ballots_2025-11-17
2. PERC Certification 2156_2025-12-31
3. FY 2025-2026 COA-APD-FOP Agreement-Signed
4. APD 2026-2028 CBA FIRST DRAFT-Strikethrough-Underline_2026-04-28
5. PBA Member Vote_2026-04-29
6. APD 2026-2028 CBA FINAL_2026-04-30

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION
(Fla. Admin. Code Rule 60CC-2.003)

FLORIDA POLICE BENEVOLENT
ASSOCIATION, INC.,

Petitioner,

v.

CITY OF ALACHUA,

Respondent,

v.

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

Intervenor.

TALLY OF BALLOTS

CASE NO. EL-2025-207 (Relates to RC-2025-112)

DATE: November 17, 2025

The result of the tabulation of ballots cast in the above election was as follows:

- | | |
|--|------------|
| 1. Approximate number of eligible voters | <u>30</u> |
| 2. Void Ballots | <u>0</u> |
| 3. Votes cast for <u>Petitioner (Florida Police Benevolent Association, Inc.)</u> | <u>23</u> |
| 4. Votes cast for <u>Intervenor (Gator Lodge #67, Inc., Fraternal Order of Police)</u> | <u>N/A</u> |
| 5. Votes cast against the participating organization(s) | <u>1</u> |
| 6. Valid votes counted (sum of 3, 4, and 5) | <u>24</u> |
| 7. Challenged ballots | <u>0</u> |
| 8. Valid votes counted plus challenged ballots (sum of 6 and 7) | <u>24</u> |
| 9. Challenges ☐ are ☒ are not sufficient to affect the results of the election. | |
| 10. <u>Petitioner</u> has prevailed in this election. | |

For the Commission:

Deborah L. Filds
John B. Bunn

The undersigned acted as authorized observers in the counting and tabulation of ballots indicated above. We hereby certify that the count and tabulating were fairly and accurately conducted, that the secrecy of the ballots was maintained, and that the result was as indicated above. We also acknowledge service of this tally.

Daniel Horton by Zoom
For Petitioner

G.B. Cap Wilson by Zoom
For Respondent

No representative present
For Intervenor

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

FLORIDA POLICE BENEVOLENT
ASSOCIATION, INC.,

Petitioner,

Case No. EL-2025-207
(Relates to RC-2025-112)

v.

CITY OF ALACHUA,

Order No.: 25E-1272
Date Issued: December 31, 2025

Respondent,

v.

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

Intervenor.

_____ /

VERIFICATION OF ELECTION RESULTS, CERTIFICATION OF
EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATIVE,
AND REVOCATION OF CERTIFICATION

A secret ballot election was conducted October 20, 2025, through November 17, 2025. The election results are as follows:

1. Approximate number of eligible voters	<u>30</u>
2. Void ballots	<u>0</u>
3. Votes cast for Petitioner	<u>23</u>
4. Votes cast for Intervenor	<u>N/A</u>
5. Votes cast against participating organization(s)	<u>1</u>
6. Valid votes counted	<u>24</u>
7. Challenged ballots	<u>0</u>
8. Valid votes counted plus challenged ballots	<u>24</u>
9. Challenges are not sufficient to affect the results of the election.	

The Commission VERIFIES the results of the election conducted. The Petitioner received a majority of the valid votes plus challenged ballots.

Pursuant to section 447.307(3)(b), Florida Statutes (2025), the Commission CERTIFIES the Petitioner (OR-1986-153) as the exclusive collective bargaining

representative for employees in the unit described below. Certification Number 2156 is issued to the Petitioner. Certification Number 1791, previously issued to the Intervenor, is hereby revoked.

Pursuant to section 447.307(3)(d), Florida Statutes (2025), no petition seeking an election in the following unit may be filed within twelve months from the date of this order:

INCLUDED: All employees of the City of Alachua Police Department in the classifications of Communications Operator, Police Officer, 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.

This order may be appealed to the appropriate district court of appeal. A notice of appeal must be received by the Commission and the district court of appeal within **thirty days** from the date of this order. Except in cases of indigency, the court will require a filing fee and the Commission will require payment for preparing the record on appeal. Further explanation of the right to appeal is provided in sections 120.68 and 447.504, Florida Statutes (2025), and the Florida Rules of Appellate Procedure.

It is so ordered.

CARPENTER, Chair, AARON and SASSO, Commissioners, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on December 31, 2025.

BY:



Clerk



/lah

EL-2025-207
(Relates to RC-2025-112)

COPIES FURNISHED:

For Petitioner
Daniel H. Horton
Stephanie Dobson Webster, Esquire

For Respondent
G.B. Cap Wilson

For Intervenor
Matt Sides

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

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

1

1 **Article 1**

2 **RECOGNITION**

3 1.1. The City hereby recognizes the Gator Lodge 67, Fraternal Order of Police, Inc., hereafter referred
4 to as the FOP to be the exclusive bargaining representative for all matters affecting wages, hours,
5 and working conditions for those employees in the unit certified by the Public Employees Relations
6 Commission. **Certification Number 1791**

7 **Included: All employees of the City of Alachua Police Department in the classification**
8 **of communications operator, patrolman (police officer) and sergeant.**

9 **Excluded: All other employees of the City of Alachua Police Department, excluding**
10 **specifically the police chief, the assistant chief, lieutenants(s) and the communications**
11 **supervisor, and all other employees of the City of Alachua.**

12 1.2. It is further understood and agreed that the FOP shall designate, in writing, those individuals who
13 may speak on its behalf in any matter between the FOP and the City; however, such matters shall
14 include only those matters with which the FOP has the authority regarding its membership. Any
15 written notice designating any individual to speak on behalf of the FOP shall state the period of
16 time for such designation. Furthermore, a written list of the officers and representatives of the
17 FOP, and those individuals who are authorized to speak on behalf of the FOP, shall be furnished
18 to the Chief of Police immediately upon their designation and the Chief of Police shall be notified,
19 in writing, of any changes of said representative within five (5) days of such change.

20 1.3 Nothing in this Article, however, shall prohibit any member of the bargaining unit from discussing
21 any concern, complaint or suggestion with his or her supervisor, Division Commander or Chief of
22 Police.

23 1.4 The terms Member and Employee are used interchangeably and refer to members of the certified
24 collective bargaining unit (BU).

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1 (5) working days after discussion render decision in writing, with a copy to the employee's
2 organization.

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

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

17 A. The City and the FOP and/or grievant shall attempt to mutually agree in writing as to the
18 statement of the grievance to be arbitrated prior to the arbitration hearing, and the
19 arbitrator thereafter, shall confine decision to the particular grievance thus specified. In
20 the event the parties fail to agree on the statement of the grievance to be submitted to the
21 arbitrator, the arbitrator will confine consideration and determination to the written
22 statement of the grievance presented in Step 3 of the grievance procedure.

23 B. The arbitrator shall fashion, an appropriate remedy for violations of the provisions
24 contained in this Agreement.

25 C. The arbitrator shall have no authority to change, amend, add to, subtract from, or
26 otherwise alter or supplement this Agreement to any part thereof or amendment thereto.
27 The arbitration hearing shall be conducted in accordance with the Rules of Procedure
28 promulgated by the Federal Mediation and Conciliation Service.

1 D. Each party shall bear the expense of its own witnesses and of its own representatives for
2 purpose of the arbitration hearing. The impartial arbitrator's fee and related expenses and
3 expenses of obtaining a hearing room, if any, shall be equally divided between the parties.
4 Any party desiring a transcript of the hearing shall bear the cost of such transcript unless
5 both parties mutually agree to share said cost.

6 E. Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days
7 of the close of the arbitration hearing. The arbitrator's award shall be final and binding
8 on the parties.

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

13 G. All above-mentioned time frames may be extended in writing by mutual agreement.

14 Article 3

15 DUES DEDUCTION

16 3.1 Any member of the Bargaining Unit may have membership dues deducted from wages. Dues shall
17 be deducted once each month and shall thereafter be transmitted to the FOP, accompanied by a list
18 of those employee's names whose dues are included.

19 3.2 The FOP agrees to indemnify, defend and hold the City harmless against any and all claims, suits,
20 orders of judgments brought or issued against the City as a result of any action taken or not taken
21 by the City under the provisions of this Article.

22 Article 4

23 MANAGEMENT RIGHTS

24 4.1 It is the right of the Employer to determine unilaterally the purpose of each of its constituent
25 agencies, set standards of services to be offered to the public and exercise control and discretion
26 over its organization and operations.

27 4.2 In addition, the FOP recognizes the sole and exclusive rights, powers and authority of the Employer

1 further include, but are not limited to, the following: to direct and manage employees of the City;
2 to hire, promote, transfer, schedule, assign and retain employees, to suspend, demote, discharge or
3 take other disciplinary action against employees for proper cause; to relieve employees from duty
4 because of lack of work, funds, or other legitimate reasons; to maintain the efficiency of its
5 operations including the right to contract and subcontract existing and future work; to determine the
6 duties to be included in job classifications and the numbers, types and ranks of positions or
7 employees assigned to an organizational unit, department or project; to assign overtime and to
8 determine the amount of overtime required, to control and regulate the use of all its equipment and
9 property; to establish and require employees to observe all its rules and regulations, to conduct
10 performance evaluations; and to determine internal security practices. The Employer agrees that,
11 prior to substantial permanent lay-off of FOP bargaining unit members, it will discuss such with the
12 FOP.

13 4.3 Civil Emergency or Financial Hardship

14 A. Civil Emergency, if determined in the sole discretion of the City Manager or Designee and
15 it is declared that civil emergency conditions exist, including, but not limited to, riots, civil
16 disorders, severe weather conditions (or similar catastrophe), the provisions of this
17 Agreement may be suspended by the City Manager or Designee during the time of the
18 declared emergency, provided that wage rates and monetary fringe benefits shall not be
19 suspended. Should an emergency arise, the FOP shall be advised as soon as possible of
20 the nature of the emergency.

21 B. Financial Hardship. The City Manager or Designee may, in the sole discretion of the City
22 Manager or Designee and prior to June 30th of any fiscal year during the contract term, when
23 presented with financial conditions as projected for the following contract fiscal year that
24 require, in the judgment of the City Manager or Designee, announce the suspension of wage
25 increases limited to those in rank, and separately or together, Longevity Pay, each as
26 established in Article 26, by posting a notice on the FOP Bulletin Boards that such
27 suspension shall occur for the next fiscal year, The notice shall state the reason(s) for such
28 suspension, including but not limited to decreases projected tax revenues,

1 intergovernmental revenues, charges for service, permits and fees, or increases employee
2 pensions costs, insurance, and required capital expenditures. The financial impact of
3 conditions described in Paragraph A (Civil Emergency) may also require suspension of
4 wage increases as contemplated in this Paragraph B.

5 **Article 5**

6 **PERSONNEL RECORDS**

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

11 5.2 Employees shall have the right to file a written response to any letter of reprimand or to any
12 document which is placed in the employee's official personnel file as a result of supervisory action
13 or citizen complaint. At the employee's request any such written response shall be included in the
14 employee's official personnel file together with the letter of reprimand or other document against
15 which it is directed.

16 5.3 To the extent permitted by law and in order to protect the privacy and promote the safety of
17 individual police officers, the City agrees not to directly or indirectly furnish the news media or the
18 public with any employee's home address, telephone number or photograph.

19 5.4 The FOP agrees not to directly or indirectly furnish the news media or the public with personnel
20 records without the consent of the City and the employee thus insuring the confidentiality of
21 personnel records other than required by law.

22
23 **Article 6**

24 **SENIORITY**

25 6.1 The City agrees that time in service shall consist of continuous accumulated paid service with the
26 City of Alachua Police Department. It shall be computed from the date of hire. Seniority is defined

1 as time in rank or classification from the date of successful completion of the probation/training
2 period. Members serving in a higher rank or classification shall have seniority over those of lower
3 rank or classification. Seniority shall accumulate during leaves of absence due to injury, illness,
4 vacation, or any other leave authorized and approved by the City.

5 6.2 Vacation periods for each calendar year shall be drawn by employees on the basis of seniority in
6 rank.

7 6.3 In the event of a layoff for any reason, employee rank, performance evaluations and classification
8 will be the determining factors used by the City. In the event that more than one employee has the
9 same performance evaluation, employees will be laid off in the inverse order of their rank and
10 seniority. Any employee to be laid off, who has advanced to present classification from a lower
11 rank or classification, in which he or she held a permanent appointment, shall be given an open
12 position in a lower rank or classification. His or her seniority in the lower classification shall be
13 established according to the date of permanent appointment with the Police Department. No new
14 employee shall be hired in any classification until all employees on layoff status in that classification
15 have had an opportunity to return to work. Employees shall be called back from layoff with rank
16 and the performance evaluation being the determining factors. In the event that more than one
17 employee of the same rank and classification has the same performance evaluation, employees will
18 be recalled according to the seniority in rank or classification from which the employee was laid
19 off.

20 6.4 Employees shall be notified of their recall to work by registered letter mailed to their address of
21 record and shall be given fifteen (15) calendar days to return to work. A recalled employee shall
22 notify the employer in writing of the employee's intent to return to work within five (5) calendar
23 days of notice of attempt to deliver the recall letter.

24 6.5 An employee laid off pursuant to this Article, provided the insurance carrier concurs, shall be given
25 the opportunity to continue insurance coverage in existing programs during the layoff provided that
26 the premiums for such insurance programs shall be paid by the employee on a monthly basis in
27 advance of the month due.

1 6.6 Recall will be the current rate of pay for classification and rank but not lower than that of the
2 employee when laid off. Upon recall, all credit for seniority shall be restored.

3 In the event of a vacancy in an assignment, or a promotional vacancy, seniority will be given
4 reasonable consideration, but will not be the determining factor.

5 6.7 Seniority shall also be considered in the selection of any employee to be sent to any type of school
6 or training.

7 Article 7

8 LEAVE OF ABSENCE

9 7.1 Leave of Absence Without Pay: 10

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

22 A. An employee shall return from leave of absence at the same rank and pay as at the time
23 of commencement of leave of absence.

24 B. Any employee who is a member of the National Guard or an organized military service
25 unit of the United States will be granted a leave of absence when called to active duty or
26 for training with the armed forces in accordance with State and Federal Law. Military
27 leave shall be granted in accordance with the provisions of State and Federal Law. All
28 employees entitled to military leave shall give their supervisor an opportunity, within the

limits of military regulations, to determine when such leave shall be taken.

7.2 Leave of Absence with Pay

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

Article 8

PROBATIONARY /TRAINING PERSONNEL

8.1 All Sworn Officers promoted to Sergeant or Communication Operators (COs) promoted to a higher classification 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.

8.2 Upon successful completion of said 365 days or such period of extension as provided for in 8.1. Both shall accrue seniority in classification or rank from the date of successful completion of the probationary/training period.

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 FOP business and matters relating to the administration of this Agreement.

9.3 The City will post any proposed changes to City Policies and Procedures (COAPP) or APD Policies and Procedures in the Directive Management System (PDMS) on the FOP Bulletin Board as Provided in Article 13.4 at least 30 days prior to effective date of the proposed changes.

9.4 The City has created a FOP intranet portal where the FOP and City can post approved material for

1 bargaining unit members.

2 9.5 The City will post, thirty (30) days in advance of the projected assignment date, all opportunities
3 for lateral transfer to new or open positions. Posting will be on the FOP Bulletin Board and all
4 interested and eligible bargaining unit members shall submit by email to the Chief of Police the
5 written reasons for the request, qualifications and other support for transfer to the assignment. All
6 Such requests shall be received by the Chief, as evidenced by proof of sending the email on the City
7 IT System to the Chief, fourteen (14) days before the published assignment date. The Chief of
8 Police, as provided for in Article 4, will consider all such requests and make the final staffing
9 decision and selection from the members of the entire bargaining unit as the Chief determines to be
10 in the best interests of the City.

11 **Article 10**

12 **VOTING/POLITICAL ACTIVITY**

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

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

18 **Article 11**

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

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

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

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

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

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

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

27 The employee will remain on full salary and allowances and shall not lose any benefits

1 during this period of time.

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

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

7 1. Unfounded – The act or acts complained of did not occur or did not involve APD
8 personnel.

9 2. Not-sustained – Insufficient evidence to clearly prove or disprove the
10 allegation/complaint.

11 3. Sustained – The preponderance of evidence clearly proves the
12 allegation/complaint.

13 4. Exonerated – The act or acts did occur, but were justified, lawful and proper.

14 5. Exonerated due to policy failure – A finding of conclusion that policy, procedure,
15 rule or regulation covering the situation was non-existent or inadequate.

16 F. Only "Sustained" complaints will be inserted in an officer's personnel file.

17 G. The charge "conduct unbecoming an officer" can be used provided it is qualified by "in
18 that the officer did (describe the conduct in detail)."

19 H. The City shall not discharge or discipline any bargaining unit employee without proper
20 cause and due process, except in layoff situations (Article 4 and Article 6).

21 11.2 If the City feels there is proper cause for disciplinary action the employee will be notified in writing
22 that he/she will be disciplined clearly stating the reasons.

23 A. In the event an employee becomes the subject of a formal Departmental or City
24 investigation arising from a complaint or allegation, the Department or the City, whichever
25 is appropriate, shall notify the employee of the complaint unless a criminal investigation is

1 initiated.

2 B. Upon conclusion of the formal investigation the employee will be notified of the
3 disposition of the complaint.

4 **Article 12**

5 **LEGAL BENEFITS**

6 12.1 The City will defend employees against any legal actions against them as a result of their actions
7 while acting in the scope of their employment (i.e. in the line of duty), unless such employee acted
8 in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of
9 human rights, safety or property (acting outside legal authority).

10 12.2 The City agrees to indemnify all employees against judgments levied against them as a result of
11 their actions while acting in the scope of their employment, unless the employee acted in bad faith
12 or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights,
13 safety or property (outside legal authority).

14 **Article 13**

15 **DISCIPLINE, RULES AND REGULATIONS**

16 13.1 It is agreed that employees covered by this Agreement shall be subject to the COAPP and PDMS
17 as either one now exists or may be amended. Should there be any conflict between the provisions
18 of PDMS, the COAPP shall prevail. This Agreement shall prevail in any conflict with either the
19 PDMS or the COAPP.

20 13.2 Failure of employees to comply with the terms of the COAPP and the PDMS may result in the
21 imposition of disciplinary action pursuant to the provisions of these above cited Rules.

22 13.3 It is the understanding and the intention of the parties that any disciplinary action taken in the case
23 of an employee in this bargaining unit shall be subject to the grievance procedure as provided in
24 Article 2 of this Agreement.

25 13.4 New or revised rules implemented within the PDMS and any changes in COAPP, shall be posted
26 on the FOP bulletin board at least 30 days prior to the effective date if the proposed changes in

1 Policy and Procedures will impact wages, hours or terms and conditions of employment. If the FOP
2 disagrees with a new or changed Police Department rule or COAPP, it shall make a written request
3 for a meeting with the designated city bargaining representative to attempt to reach a mutual
4 agreement. The FOP request shall be delivered to the designated city bargaining
5 representative and the meeting shall be held prior to the proposed effective date of such rule. The
6 30 day posting requirement may be waived by mutual agreement between the local FOP
7 Representative and the City Representative.

8 13.5 A copy of the COAPP and PDMS both available on COA Intranet.

9 **Article 14**

10 **TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION**

11 14.1 Employees temporarily serving (acting) in a position of higher rank shall be paid for such hours at
12 the minimum rate of the position being filled or at least five percent (5%) higher than the employee's
13 then current rate, whichever is greater.

15 **Article 15**

16 **TRAINING**

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

23 15.2 All sworn officers will be required to train and qualify with their service weapon on a semi-annual
24 basis. The training will be conducted by a certified firearms instructor. All ammunition and safety
25 equipment will be furnished by the City. Any employee required to attend such training during off-
26 duty hours will be compensated in accordance with Hours of Work and Overtime. An employee
27 will be required to post a score of at least seventy-five (75%) to qualify. Any employee posting a
28 score of ninety-two percent (92%) or better, two consecutive semiannual times, will receive a bonus

1 of one day of paid leave, not charged against any other leave time, to be taken by employee at any
2 time, with approval of the supervisor.

3 15.3 Transportation to the pistol range or transportation to any required and scheduled training shall be
4 provided by the Police Department. In the event such transportation is not available, the employee
5 shall be entitled to applicable travel time and mileage allowance, at the current rate established by
6 the I.R.S.

7 15.4 Current Florida State Statutes are on file at the Police Department and online for use by all
8 personnel.

9 **Article 16**

10 **FOP REPRESENTATIVE**

11 16.1 The Employee Organization (FOP) shall be represented by its President or his/her designee.

12 16.2 An employee representative of the FOP shall be permitted reasonable access to all departmental
13 work locations at reasonable times to handle specific grievances and matters of interpretation of the
14 Agreement.

15 16.3 The City shall provide the FOP on an annual basis a complete roster of the bargaining unit, including
16 name, rank, address, telephone (unless unlisted), present assignment and current pay scale.

17 16.4 One (1) employee representative of the FOP who is engaged in the negotiation of this contract or
18 in the successor contract shall be allowed to attend the negotiation sessions that occur within their
19 normal duty hours without loss of pay or benefits.

20 **Article 17**

21 **EDUCATIONAL ASSISTANCE**

22 **17.1 Educational Assistance Plan**

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

25 **17.2 Application Procedure**

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

11 **17.3 Reimbursement**

- 12 A. Costs for books are not reimbursable as they are considered personal property of the
- 13 employee.
- 14 B. No reimbursement will be made for an incomplete course.
- 15 C. The total reimbursement (total pay out to all bargaining unit members) by the City under
- 16 this Article 17 shall not exceed fifteen thousand dollars (\$15,000) for FY 2025-2026.
- 17 D. Funds will be committed on a first come first served basis as determined by the date and
- 18 time applications are submitted to the Chief of Police. Applications must be sent to the Chief
- 19 by email and are considered submitted the date and time transmitted on the City IT System.
- 20 E. A pre-approved application form accompanied by tuition receipt and evidence of
- 21 satisfactory completion of the course with appropriate grade must be submitted through the
- 22 Department Director to the Human Resource Department for reimbursement.

23 **17.4 Reimbursement shall be paid as follows:**

- 24 A. Grade A (+/-) or Pass in Pass/Fail =100%
- 25 B. Grade B (+/-) = 90%
- 26 C. Grade C (+/-) = 80%

1 D. Lower than C- = No Reimbursement

2 **Article 18**

3 **WORKERS COMPENSATION BENEFITS**

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

11
12 **ARTICLE 19**

13 **INSURANCE**

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

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

19 **Article 20**

20 **EQUIPMENT**

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

23 A The City will provide each sworn employee with an annual stipend of \$100 (one hundred
24 dollars) for the purchase of footwear that meets the guidelines according to policy.

25 B The \$100.00 will be paid annually in a lump sum in the first pay period beginning and
26 continuing after October 2022.

27 C The \$100.00 will be treated as compensation and subject to all required deductions.

1 20.2 Any employee who shall sustain any breakage, loss or damage to uniform or personal equipment in
2 the line of duty shall have it replaced at no cost to the employee.

3 20.3 All officers will inspect their vehicle before going on the street. If the officer finds any fault in the
4 vehicle which might be considered a safety hazard, the officer shall inform the shift supervisor. The
5 vehicle will not be returned to duty until all safety hazards are eliminated. When it has been proven
6 that damage is due to operator negligence, the officer shall be subject to disciplinary action.

7 20.4 Upon completion of the FTO program regular full time sworn officers (Qualified Officer) will be
8 assigned a (take home) vehicle. Officers assigned a take home vehicle are authorized to drive their
9 assigned vehicles to and from their residence provided the residence of the employee and described
10 take home use is within a 20 mile driving distance (the limit) of the APD facility at 15000 NW
11 142nd Terrace, Alachua, Florida. The use of the take home vehicle may occur within or without
12 Alachua County as long as such use is within the 20 driving mile limit described and generally
13 depicted in Exhibit A to this contract. City vehicle may be used as further described and limited in
14 the COAPP or PDMS. Further, it is specifically here agreed that the parties negotiated, agreed and
15 stipulate, in order to generate acceptance and a smooth transition and implementation of this newly
16 written and agreed contract provision, that Qualified Officers employed by the APD on or before
17 September 1, 2022 whose official residence was and the same remains located beyond the described
18 20 mile driving limit may drive the vehicle assigned for take home use as described in this section.
19 Take home use (beyond the 20 mile limit) shall revert to the 20 mile driving limit should the officer
20 change the location of residence. The Chief of Police shall retain the authority and have the
21 discretion to determine a special assignment or other circumstances the Chief finds, in the best
22 interests of the City, justify or require future exceptions.

23 20.5 Patrol vehicles will contain the following equipment in working order: Approved emergency lights,
24 siren, loudspeaker, two-way radio, shotgun and shells, shotgun locks, first aid kit, fire extinguisher,
25 reflective traffic vest, raincoat, and a prisoner cage guard in all vehicles which shall be in use when
26 transporting prisoners.

27 20.6 It is recognized that time is of the essence in meeting the mutual obligations set forth in this article

1 and both parties will expeditiously and with due diligence act to meet their respective obligations.

2 **Article 21**

3 **HOURS OF WORK AND OVERTIME**

4 21.1 The following provisions shall govern hours of work and overtime:

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

10 B. Hours worked in excess of a regular forty (40) or regular eighty (80) hour work period
11 shall be compensated at the rate of time and one-half of the employee's regular straight
12 time rate. Compensation will be paid or as compensatory leave if requested by employee
13 and approved by the City.

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

19 D. The aforementioned minimum call out compensation shall apply to required off-duty
20 appearances as subpoenaed witness to attend any court, deposition, or other legal matters
21 on pending criminal civil, or traffic cases where the employee is involved in official police
22 capacity. Any witness fees, excluding salary or overtime pay, or any other related fees in
23 connection with the appearance before any court or for the purpose of taking depositions
24 shall be donated by the employee to the APD Explorer Special Revenue Account.

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

- 1 F. Work schedules during any pay period will not be changed or altered to avoid the payment
2 of overtime.
- 3 G. When an employee is put on a standby status for any reason, he/she shall receive overtime
4 at the established rate of time and one-half regular rate of pay. Standby status is defined
5 as when the personal activities of an employee are restricted to such a degree as not to
6 allow any movement from a designated area or location.
- 7 H. An employee performing any authorized extra-duty assignment shall be entitled to the
8 same rights, privileges, and benefits as if working regular duty hours. Compensation for
9 extra-duty assignments will be at the established rate.
- 10 I. Hours worked by an employee in an extra-duty status as outlined in APD Extra Duty
11 Policy and Procedures must be paid regardless of work week provisions set forth in Article
12 21.A.
- 13 J. The City will compensate a BU member, at that member's standard rate x 1.5, when that
14 employee is called in and works a shift not on the member's schedule. This rate of
15 compensation is an exception to the contract provision and practice that overtime is not
16 paid unless, depending on the BU member's status of 7 or 14 day work period, the total
17 hours actually worked by the member are in excess of 40 or 80 hours. This provision shall
18 not apply in the cited instance with the exception of when the member has been
19 compensated for sick time, not including that provided under the Family Medical Act,
20 during the same work period.
- 21 K. The City has the authority to establish shifts and to use any method in establishing a shift
22 as well as change, increase, decrease, initiate, restrict and cancel a shift in order to meet
23 the needs of the department and to provide superior service to the community. However,
24 the Department shall make a reasonable effort to provide two (2) weeks prior written
25 notice to the affected employees.

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Article 22

ANNUAL LEAVE

22.1 Every regular full time 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:

- A. 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.
- B. 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.
- C. 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.
- D. Article 13 of this contract and The City of Alachua Personnel Policies and Procedures Manual shall apply as appropriate.

22.3 An employee request that accrued annual time be cashed-in in lieu of leave taken, may be approved or rejected at the option and discretion of the City.

22.4 Accumulated annual leave not used during the calendar year in which it is eligible to be taken may be carried over or accumulated to the following calendar year. However, an employee cannot carry

over more than 240 hours of annual leave beyond each calendar year ending December 31. It is the responsibility of the bargaining unit member to be aware of accrued and accruing annual leave and apply for (section 22.2) and maintain a balance that will not exceed a maximum accrual of 240 hours. Vacation and personal leave hours current totals for each member are published and listed on each employed pay notice ("stub") issued each pay period.

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

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

Article 23

SICK LEAVE

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

23.2 Sick Leave Award

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

1 entire calendar year, who uses 24 or less hours of sick leave during the calendar year, shall be
2 granted 24 hours of additional personal leave time after January 1st of the following year.

3 23.3 In the event of an employee's death, a lump sum payment for all hours of sick leave earned and
4 accrued shall be paid in accordance with the law.

5 23.4 Sick leave may be used by the employee for the following reasons:

6 A. Personal illness or physical incapacity of the employee.

7 B. Critical illness in the immediate family.

8 C. Enforced Legal quarantine due to exposure to contagious disease.

9 D. Medical, dental or optical appointments which cannot be arranged during off-duty hours

10 23.5 An employee on sick leave shall be paid regular holiday pay for any and all holidays that occur
11 while on such leave.

12 23.6 Should the City increase the sick benefit for non-bargaining unit members during the course of the
13 contract, bargaining unit members will be granted the same increases as the non-bargaining unit
14 members.

1 half (1 1/2) regular rate for hours worked on the holiday. However, if an employee works overtime
2 on any recognized holiday the employee shall receive time and one half (1 ½) regular rate for all
3 overtime hours worked on the holiday.

4 24. 5 An employee who works a recognized holiday, other than a "Premium Holiday" as defined in 24.4,
5 shall receive regular pay and, in addition, one time the regular rate the hours worked on the non-
6 premium holiday. However, if an employee works overtime on any recognized holiday the
7 employee shall receive time and one half (1 ½) regular rate for all overtime hours worked.

8 24. 6 If the holiday occurs while an employee is on vacation the holiday shall be taken and a vacation
9 day not charged for the holiday.

10 24. 7 The holidays recognized for all employees are those listed above and not any other designated day.

11 **Article 25**

12 **BEREAVEMENT LEAVE**

13 25. 1 The City agrees when a death occurs in the immediate family of an employee, that employee shall
14 be granted up to three days off for the funeral. An employee needing additional time may be granted
15 up to seven (7) days from accumulated sick, compensatory time, personal or vacation time by the
16 Chief of Police.

17 25. 2 Immediate family is defined as a spouse, domestic partner, child, parent, sibling, grandparent,
18 grandchild and corresponding in-law or step relationships. If the employee was reared by someone
19 other than those named, leave will be granted under the same terms and conditions.

20 25. 3 The City agrees that bereavement leave is a separate category and will not be charged against any
21 other leave.

22 **Article 26**

23 **WAGES**

24 Contract negotiations between City of Alachua (Alachua Police Department-APD) and Fraternal
25 Order of Police (FOP) for FY2025-2026 commenced on September 17, 2025 and concluded on September
26 24, 2025. The following enhanced Wage Schedule for Police Officers, Police Sergeants and

1 Communications Operators was agreed to be recommended by the representative of both parties for approval
2 by first, the APD Collective Bargaining Unit and then by the Alachua City Commission at their regularly-
3 scheduled meeting on October 13, 2025:

4	Police Officer	25.71/hr	to	\$45.08/hr
5	Police Sergeant	31.48/hr	to	47.62/hr
6	Communications Operator Trainee	18.72/hr		N/A
7	Communications Operator I	20.60/hr	to	28.27/hr
8	Communications Operator II	22.65/hr	to	30.68/hr

9
10 26.1 Law Enforcement Progressive Pay Plan

11 A. Only sworn APD Police Officers to and including the rank of Sergeant are incorporated in The
12 Progressive Pay Plan (Plan). Pursuant to this Collective Bargaining Agreement, and by its
13 adoption and incorporation in the City Compensation Plan by the City of Alachua Commission
14 on October 13, 2025, the identified sworn members shall be and are, effective October 1 2025,
15 upon approval by the Alachua City Commission, sited in the Schedule of Compensation as
16 reflected in pages 1 and 2 of Exhibit B. Should ratification of this contract by the Bargaining
17 Unit not occur before October 7, 2025, the presentation of to this contract to the Alachua City
18 Commission shall be delayed and re-set for the soonest regularly-scheduled City Commission
19 Meeting following the date of ratification by the Bargaining Unit. The effective date of
20 implementation of the herein described Wage Schedule shall then be effective the first full pay
21 period after Alachua City Commission ratification.

22 B. All APD Officers hired after October 1 2025, or later as described in Paragraph 26.1, shall be
23 sited in the Schedule of Compensation at Level 1 and eligible to move to level 2 of the plan
24 upon successful completion of the probation period of 12 months of hire or up to 18 months if
25 probation is extended.

26 C. Each member is eligible for progression to the next higher level of the Plan one year after
27 reaching the currently held level. Progression is based on receiving a "meets expectations"
28 annual evaluation.

1 1. Police Officer to Sergeant as set forth in Article 30.

2 D. The Pay Classification of Detective, Canine Officer and School Resource Officer are abolished.

3 However, the following benefits are here continued and are amounts that, according to the
4 United States Internal Revenue Code, are treated as ordinary income and subject to withholding
5 requirements according to law:

6 E. Those now assigned the care, custody, control and duties of working with a canine partner shall
7 be paid as set forth in 26.1 plus be paid one additional hour per day for all days, on or off duty,
8 as compensation for caring for the canine. The additional hour per day shall be compensated at
9 the rate of \$16.00/hour and all other expenses shall continue to be paid by the city consistent
10 with city then existing policy.

11 1. Members now assigned to plain clothes duty (whether referred to as detectives,
12 investigators, etc.) will be paid and classified as set forth in 26.1, but, will also
13 receive a clothing stipend of \$800.00/Year, prorated and paid quarterly.

14 2. A Member serving as a School Resource Officer shall receive no benefit or stipend
15 beyond wages and other benefits provided all uniform officers.

16 3. All sworn officer positions shall be classified as set forth in Article 26.1 and
17 transfer between assignments shall be considered lateral and not, in and of itself,
18 be a promotion, demotion, change of status or rank.

19 F. Field Training Officer

20 1. Field Training Officer (FTO) Certification is an important part of the Alachua
21 Police Department commitment to developing a culture of proactive problem
22 solving and community oriented police service in both new and veteran members
23 of the department. Veteran Officers are selected and sponsored for the forty-hour
24 FTO training course at Santa Fe College where they are exposed to and learn the
25 skills necessary to train a new Officer, recognize common problems that often
26 occur with new recruits and recognize the responsibility FTOs have in developing

- 1 top quality members for their department.
- 2 2. Each new Officer experiences three separate four-week phases under the tutelage
3 of a Certified FTO. One or more phases may be led by one FTO or different FTOs
4 may lead each. A report will be completed at the end of each phase and used to
5 continue the process of positive orientation, training and education. A final report
6 will be completed at the end of all three phases.
- 7 3. Each FTO, in addition to all other compensation and benefits provided for in this
8 Collective Bargaining Agreement, will receive a lump sum payment of \$100.00 at
9 the completion of each four-week phase of a new Officer's training. Payment is
10 due only when the FTO as described actually serves as an FTO and not for just
11 holding the certification. The payment will be included as ordinary compensation
12 (income) in the pay period reported and subject to all normal deductions.
- 13 4. All changes in compensation pursuant to this Agreement will be implemented effective
14 beginning the first full pay period after October 1, 2025 or the first full pay period after
15 and contingent upon ratification of this Agreement first by the Collective Bargaining Unit
16 and, second, by the Alachua City Commission, whichever is last to occur.

17

18 26.2 Communication Operators

- 19 A. Communication Operators (COs) are not classified as sworn Police Officers and are not
20 eligible for participation in the Law Enforcement Progressive Pay Plan set forth and
21 adopted in Section 26.1. of this Collective Bargaining Agreement. Further, neither the City
22 Classification and Compensation Plan nor this agreement are intended to and do not affect
23 changes in established CO classification.
- 24
- 25 B. Time in continuous service as an APD Communications Operator Trainee, Communication
26 Operator I and Communication Operator II, job requirements and other criteria shall
27 include:
- 28 1. Communications Operator Trainee – Entry level position in Communications
29 Division; work performed under direction of assigned Communications Operator
30 trainer. Those in trainee status must demonstrate the knowledge, skills and abilities

1 to perform the duties of a Communications Operator I prior to being released to solo
2 status. Successful completion of FCIC/NCIC certification required within six (6)
3 months of employment. Successful completion of Department of Health (DOH)
4 certification required within (1) year of employment. Failure to successfully
5 complete both FCIC/NCIC and DOH certifications within the time frames set forth
6 is a failure by the employee to meet job qualifications and each failure is individually
7 grounds for termination.

8 2. Communications Operator I – Communications Operator Trainee to
9 Communications Operator I; successful completion of Communication Operator
10 Trainee requirements, release to solo status, maintain and must possess FCIC/NCIC
11 and DOH certification. Failure to successfully complete and maintain in good
12 standing both FCIC/NCIC and DOH certifications is a failure by the employee to
13 meet job qualifications and each failure is individually grounds for termination.

14 3. Communications Operator II – Communications Operator I to
15 Communications Operator II; at least two years of continuous services as an APD
16 Communications Operator I meeting job description criteria and being
17 recommended for promotion by the Chief of Police. Must possess and maintain in
18 good standing FCIC/NCIC and DOH certification.

19 C. Promotion Increase

20 1. Members shall receive an increase to base pay of the higher rank to which
21 promoted or five percent of their then existing pay, whichever is greater.

22 D. *In Rank Pay Increases Based on Merit*

23 1. Increases in pay within rank shall be based on merit, as reflected in the annual
24 evaluation, as recommended by the Chief of Police, approved by the City Manager
25 and funded in the annual City Budget.

26 E. *Probation Upon Promotion*

27 1. All promotions shall be subject to a one-year period of probation (which may be

1 extended for an additional six months upon approval of the Chief of Police).

2 2. Failure to satisfactorily complete any period of probation may result in
3 demotion/reduction in pay or termination as the facts and circumstances require.

4 F. All changes in compensation pursuant to this Agreement will be implemented effective
5 beginning the first full pay period after October 1, 2025 or the first full pay period after
6 and contingent upon ratification of this Agreement first by the Collective Bargaining Unit
7 and, second, by the Alachua City Commission, whichever is last to occur.

8 **26.3 Merit Increase**

9 A. Merit increases for sworn officers are waived by members of the collective bargaining unit
10 as a part of the FOP proposal to establish the Law Enforcement Progressive Pay Plan accepted by
11 the City and implemented as set forth in Section 26.1.

12 B. CO members of the bargaining unit shall continue to become eligible for annual Merit Pay
13 increases, if any, based on their annual performance evaluation as rated by the supervisor. The
14 percentage of any merit increase will be applied to the current hourly rate of pay. If an
15 employee is at or near the maximum rate of pay for the position, the percentage, if any, of an
16 annual merit increase that exceeds the maximum pay range will be paid as a lump sum in lieu
17 of increasing the current hourly rate of pay beyond the set maximum rate. Merit increases shall
18 be on the following schedule:

- 19 1. Below or Does Not Meet Expectations 0%
20 2. Meets Expectations 2%*
21 3. Exceeds Expectations 3%*
22 4. Exceptional 4%*

23 *Not Cumulative

24 C. Implementation. Annual evaluations, using the then current City of Alachua form, criteria
25 and process, are scheduled for completion for all employees by October 1 of each calendar
26 year.

27 1. The Rating Schedule and corresponding Merit Increase are as set forth below:

28 a. Final Rating Range Merit Increase

1	Exceptional	4.51 – 5.00	4%
2	Exceeds Expectations	4.00 – 4.50	3%
3	Meets Expectations	3.00 – 3.99	2%
4	Needs Improvement	2.00 – 2.99	0%
5	Does Not Meet Expectations	1.00 – 1.99	0%

- 6 2. Merit increases, if any, awarded any employee will be implemented and paid the
7 first pay period beginning in January of 2026.
- 8 3. Merit increases, as with all increases in compensation, are subject to all required
9 deductions.

10 26.4 Longevity pay will be awarded for FY 2025/2026 based on the criteria listed below:

- 11 A. Longevity amounts will be paid in lump sum (less withholdings, etc.) no later than
12 November 23 of each calendar year and paid, based on years of service calculated as of
13 September 30th.
- 14 B. Eligibility requires a rating of “meets expectations” or above for the current year and the
15 employee must be employed by the City on the date of payment.
- 16 C. Longevity pay will be determined by the schedule below:

17	5 - 9 years of consecutive full-time employment	\$500.00
18	10 - 14 years of consecutive full-time employment	\$1,000.00
19	15 - 19 years of consecutive full-time employment	\$1,500.00
20	20 - 24 years of consecutive full-time employment	\$2,000.00
21	25 - 29 years of consecutive full-time employment	\$2,500.00
22	30 or more years of consecutive full-time employment	\$3,000.00

23 **Article 27**

24 SAVINGS CLAUSE

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

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

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

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

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

Article 31

DRUG POLICY

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

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

Article 32

NON-DISCRIMINATION

32.1 Employees of the City shall have the right to form, join, and participate in, or to refrain from forming, joining, and participating in any employee organization of their own choosing. No

1 employee shall be intimidated, restrained, coerced, or discriminated against by either the City or
2 the FOP, because of the exercise of these rights.

3 32.2 The City and the FOP shall apply the provisions of this Agreement equally to all employees without
4 discrimination, because of age, sex, race, creed, religion, national origin or disability except where
5 the law allows consideration of such factors.

6 32.3 The use of masculine or feminine gender in this Agreement shall be construed as including both
7 genders.

8 **Article 33**

9 **SAFETY**

10 33.1 It shall be the joint responsibility of the City of Alachua and the FOP to work cooperatively to
11 ensure the safest working environment possible.

12 33.2 The City or the Fraternal Order of Police may call a safety meeting and any convenient time to
13 discuss safety concerns.

14 **Article 34**

15 **CONTRACT FORMAT**

16 The City of Alachua and the FOP Bargaining Unit have and continue to adopt the following format for
17 Contract between the City of Alachua and Gator Lodge 67 Fraternal Order of Police as effective fiscal year
18 2016/2017 and thereafter:

19 **Article #**

20 **Title**

21 #.1 First Level

22 A. Second Level

23 1. Third Level

24 a. Fourth Level

25 (1) Fifth Level

26 (a) Sixth Level

27 i. Seventh Level

28 a. Eight Level

29 1. Ninth Level

30 #.2 ect...

31

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TERM OF AGREEMENT

This contract is ratified October 13, 2025 and shall be effective October 1, 2025 after approval by the City of Alachua Commission and will remain in effect until September 30, 2026. This contract will remain in full force and effect until its successor is ratified and implemented.

DATE TO OPEN

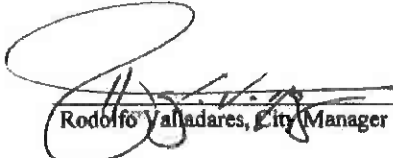
FISCAL YEAR 2026/2027 NEGOTIATIONS

The City and the FOP, during the first week of July 2026, agree to coordinate the scheduling of the first negotiating session to be held no later than July 29, 2026.

Signature Page to Follow

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

10-2-2025
Date

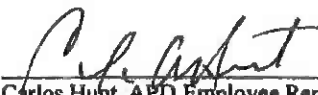

Rodolfo Valladares, City Manager

THIS AGREEMENT was ratified by a majority of the members of the Bargaining Unit voting, in person, on the 1 day of October 2025.

07/30/2025
Date


Stephen Mayes, FOP Bargaining Representative
Gator Lodge 67, Fraternal Order of Police, Inc.

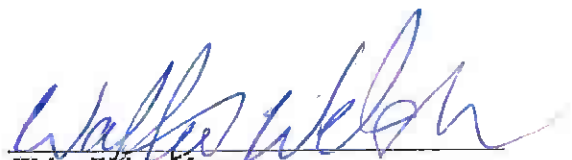
10-7-2025
Date


Carlos Hunt, APD Employee Representative

1 **THIS AGREEMENT is ratified by the Alachua City Commission and the Mayor authorized**
2 **and directed to affix his signature this ____ day of October 2025.**

3
4 **Attest:**

5
6
7 _____
8 Rodolfo Valladares, City Manager/City Clerk
9



Walter Welch, Mayor

10
11

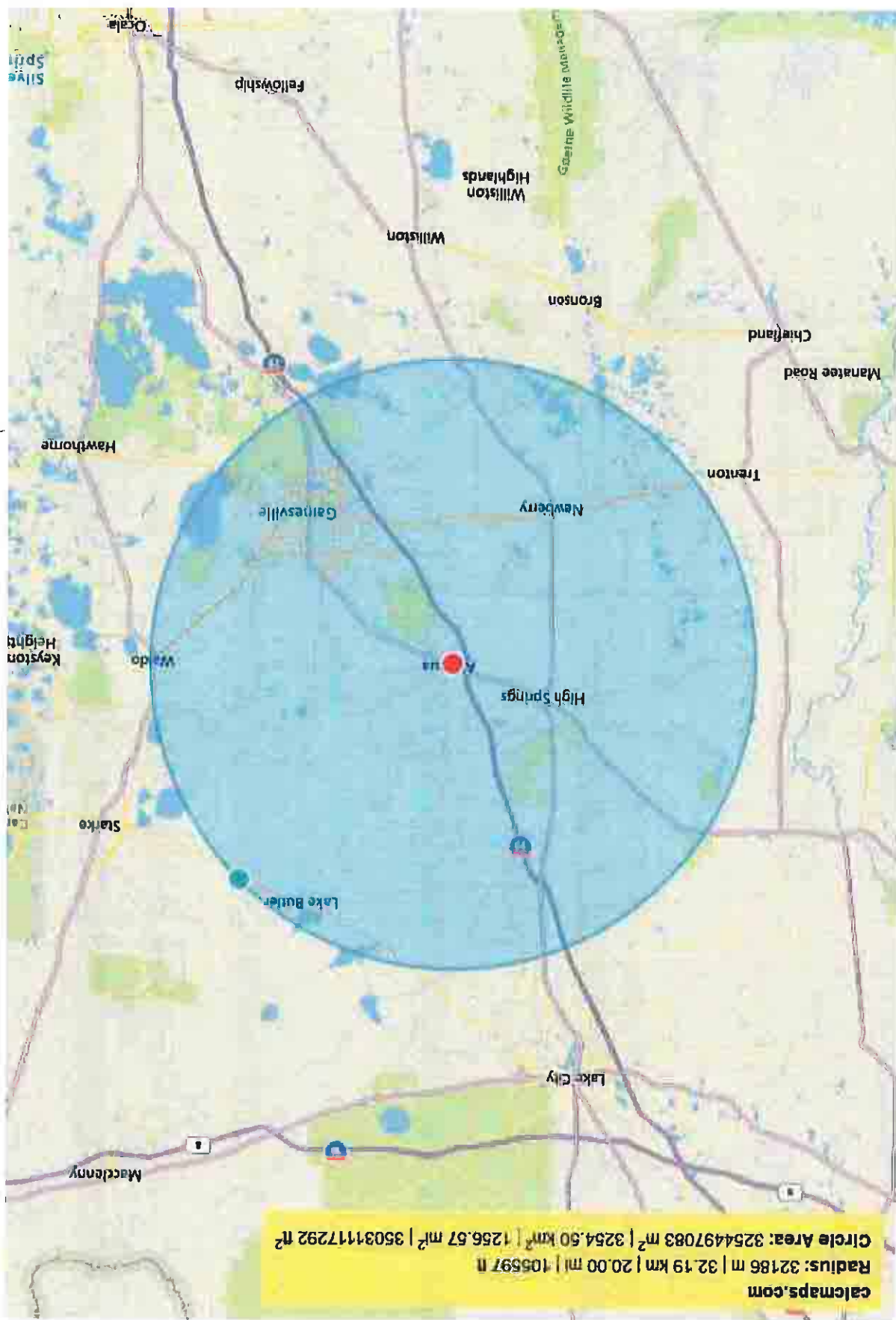
APPROVED AS TO FORM

12
13 _____
14 Date
15
16



S. Scott Walker, City Attorney

Exhibit A
Page 1 of 1



TA
 [Signature]
 For 9/24/2024
 [Signature]

LE Progression Pay Plan w/\$53,475 Base

City of Alachua
 Law Enforcement Progression Pay Plan
 3% Increase per Level

Position	1	2	3	4	5	6	7	8	9	10
Police Officer	\$25.71	\$26.48	\$27.28	\$28.09	\$28.94	\$29.80	\$30.70	\$31.62	\$32.57	\$33.55
	11	12	13	14	15	16	17	18	19	20
	\$34.55	\$35.59	\$36.66	\$37.76	\$38.89	\$40.06	\$41.26	\$42.49	\$43.77	\$45.08
Police Sergeant	1	2	3	4	5	6	7	8	9	10
	\$31.48	\$32.42	\$33.40	\$34.40	\$35.43	\$36.49	\$37.59	\$38.72	\$39.88	\$41.07
	11	12	13	14	15					
	\$42.31	\$43.58	\$44.88	\$46.23	\$47.62					
Annual Base Salary										
Police Officer	1	2	3	4	5	6	7	8	9	10
	\$53,475.00	\$55,079.25	\$56,731.63	\$58,433.58	\$60,186.58	\$61,992.18	\$63,851.95	\$65,767.50	\$67,740.53	\$69,772.75
	11	12	13	14	15	16	17	18	19	20
	\$71,865.93	\$74,021.91	\$76,242.56	\$78,529.84	\$80,885.74	\$83,312.31	\$85,811.68	\$88,386.03	\$91,037.61	\$93,768.74
Police Sergeant	1	2	3	4	5	6	7	8	9	10
	\$65,475.00	\$67,439.25	\$69,462.43	\$71,546.30	\$73,692.69	\$75,903.47	\$78,180.57	\$80,525.99	\$82,941.77	\$85,430.02
	11	12	13	14	15					
	\$ 87,992.92	\$ 90,632.71	\$ 93,351.69	\$ 96,152.24	\$ 99,036.81					

Notes: \$25.71 - \$45.08 Police Officer Pay Range \$53,475 - \$93,768.74
 \$31.48 - \$47.62 Police Sergeant Pay Range \$65,475 - \$99,036.81

EXHIBIT B
 PAGE 1 OF 2

COMPENSATION COMPARISON
Current to Proposed New (\$53,475 LEO Base)

Police Officers	Current Rate	Current Level	New Rate	New Level	Rate Increase/Hour	DOH
Burnsed, Tiffany	\$ 23.30	2	\$ 26.48	2	\$ 3.18	03/07/24
Tatum, Austin	\$ 23.30	2	\$ 26.48	2	\$ 3.18	03/07/24
Wetzel, Brody	\$ 23.30	2	\$ 26.48	2	\$ 3.18	03/15/23
Freites Lucas, Michael	\$ 24.00	3	\$ 27.28	3	\$ 3.28	10/11/21
Payne, Andrew	\$ 24.00	3	\$ 27.28	3	\$ 3.28	01/10/22
Tapanes, Cody	\$ 24.00	3	\$ 27.28	3	\$ 3.28	02/24/25
Hudson, Borle	\$ 25.46	5	\$ 28.94	5	\$ 3.48	04/01/13
Sayers, Montana	\$ 25.46	5	\$ 28.94	5	\$ 3.48	06/09/25
Williams, Tonya	\$ 25.46	5	\$ 28.94	5	\$ 3.48	10/30/23
Jones, Michelle	\$ 26.22	6	\$ 29.80	6	\$ 3.58	05/22/24
Eady, Jacob	\$ 27.01	7	\$ 30.70	7	\$ 3.69	07/29/22
Gaston, Alexander	\$ 27.01	7	\$ 30.70	7	\$ 3.69	05/02/22
Gordon, Arthur	\$ 27.01	7	\$ 30.70	7	\$ 3.69	06/17/19
Pilgrim, Richard	\$ 27.01	7	\$ 30.70	7	\$ 3.69	08/03/15
Railey, Britt	\$ 27.01	7	\$ 30.70	7	\$ 3.69	12/02/19
Parks, Donald	\$ 34.21	15	\$ 38.89	15	\$ 4.68	01/24/96

Sergeants	Current Rate	Current Level	New Rate	New Level	Rate Increase/Hour	DOH
Stanfield, Thomas	\$ 28.73	2	\$ 32.42	2	\$ 3.69	11/16/15
Young, Brandon	\$ 30.48	4	\$ 34.40	4	\$ 3.92	11/14/11
Zaragoza, Fernando	\$ 30.48	4	\$ 34.40	4	\$ 3.92	05/06/19
Horn, Justin	\$ 31.39	5	\$ 35.43	5	\$ 4.04	06/12/07
Howell, Robert	\$ 31.39	5	\$ 35.43	5	\$ 4.04	02/26/13
Hunt, Carlos	\$ 31.39	5	\$ 35.43	5	\$ 4.04	01/15/18
Smith, Jimmy	\$ 34.30	8	\$ 38.72	8	\$ 4.42	02/19/04
Vargas, Cesar	\$ 35.33	9	\$ 39.88	9	\$ 4.55	12/08/03
Floyd, David	\$ 37.48	11	\$ 42.31	11	\$ 4.83	12/19/96

Communications Operators	Current Rate		New Rate		Rate Increase/Hour	DOH
Daniel, Jullana	\$ 17.66	Trainee	\$ 18.72	Trainee	\$ 1.06	08/04/25
Godwin, Laney	\$ 19.43	CO-I	\$ 20.60	CO-I	\$ 1.17	01/08/25
King, Bailey	\$ 19.82	CO-1	\$ 21.01	CO-I	\$ 1.19	06/19/23
Joiner, Emily	\$ 21.37	CO-II	\$ 22.65	CO-II	\$ 1.28	05/30/23
Eady, Brooke	\$ 21.89	CO-II	\$ 23.20	CO-II	\$ 1.31	09/18/17

6% Increase to Communications Operator Ranges

Position	Current Minimum	New Minimum	Current Maximum	New Maximum
Communications Op-I	\$ 19.43	\$ 20.60	\$ 26.67	\$ 28.27
Communications Op-II	\$ 21.37	\$ 22.65	\$ 28.94	\$ 30.68
Communications Op-Trne	\$ 17.66	\$ 18.72	N/A	N/A

Collective Bargaining Agreement

Between

North Central Florida Police Benevolent Association

A Chapter of the
Florida Police Benevolent Association



and the

The City of Alachua



March 2026 to September 30, 2028

Officers & Sergeants Collective Bargaining Agreement

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AGREEMENT

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

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PREAMBLE

Whereas, it is recognized by the parties hereto that the declared public policy of the City and the purpose of Florida Statutes (FS), Chapter 447, Part II, is to provide statutory implementation of the Constitution of the State of Florida, Article ~~II~~, Section 6, and to promote harmonious and cooperative relationships between the City and their employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the City; and whereas, it is the intention of the parties of this agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and whereas, the above language is a statement of intent and, therefore, not the subject to the grievance procedure as outlined in Article 2.

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Now, therefore, in consideration of the mutual covenants herein contained, the parties do agree as follows:

Article 1 RECOGNITION

1.1. The City hereby recognizes the ~~Gator Lodge 67, Fraternal Order of Police, Inc.~~ Florida Police Benevolent Association, Inc., hereafter referred to as the ~~FOP~~ PBA 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 ~~4791, 2156, issued on December 31, 2026~~ 65.

Commented [TM2]: Changed 2026 to 2025

Included: All employees of the City of Alachua Police Department in the classification of Communications Operator, ~~Police Officer~~ patrolman (police officer) and Sergeant.

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Excluded: All other employees of the City of Alachua Police Department, excluding specifically the Police Chief, the ~~Assistant Deputy~~ Deputy Chief, ~~Captain~~, Lieutenants(s) and the Communications Supervisor, and all other employees of the City of Alachua.

1.2. It is further understood and agreed that the ~~FOP~~ PBA shall designate, in writing, those individuals who may speak on its behalf in any matter between the ~~FOP~~ PBA and the City; however, such matters shall include only those matters with which the ~~FOP~~ PBA has the authority regarding its membership. Any written notice designating any individual to speak on behalf of the ~~FOP~~ PBA shall state the period of time for such designation. Furthermore, a written list of the ~~officers~~ bargaining unit members and representatives of the ~~FOP~~ PBA, and those

individuals who are authorized to speak on behalf of the ~~FOP PBA~~, shall be furnished to the Chief of Police ~~immediately upon their designation and the Chief of Police shall be notified within fifteen (15) business days from the date of ratification of this agreement~~, and the Chief of Police shall be notified in writing, of any changes of said representative within ~~five (5)~~ fifteen (15) business 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.

1.4 The terms Member and Employee are used interchangeably and refer to members of the certified collective bargaining unit (BU).

Article 2

GRIEVANCE AND ARBITRATION PROCEDURE

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

2.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall be considered a denial at the current step and automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, grievance shall be considered conclusively abandoned. Any City employee who renders a decision as part of this grievance process may be able to attend a meeting with the employee at a higher step with the mutual consent of both parties; however, except in the case of Arbitration where all parties can attend. At the request of the employee, the City agrees to coordinate any Grievance hearings and all other communication regarding the grievance matters with the employee's PBA Representative for the purposes of scheduling should the grievance be filed by the union.

2.3 Definitions:

- A. Business days shall mean Monday through Fridays, excluding weekends and holidays.
- B. Grievant or employee shall mean an employee, a group of employees or the Union.
- C. Submit shall mean in-person or via electronic mail to (enter group designated by the City) utilizing the Grievance Form attached to this Agreement (Appendix D).

2.4 Grievances shall be presented in the following manner:

Informal Resolution: Employee is encouraged to discuss the merits that would eventually rise to the level of a grievance to the immediate supervisor within fifteen (15) business days of the occurrence of the event(s) which gave rise with the grievance cause of action. If the event which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave or other compensated leave, the fifteen (15) business day period shall commence immediately upon the employee's return from such compensated leave. The effort shall be on an informal and oral basis. The PBA representative may be present to represent the employee. The immediate supervisor shall render decision within fifteen (15) business days. If the grievant(s) holds the rank of Sergeant and is unable to resolve the grievance on an informal basis, the grievant shall proceed directly to Step 2 in this process.

Step 1: Employee shall ~~first take up~~ submit the grievance with the ~~immediate supervisor~~ employee's Lieutenant within ~~five (5) working~~ fifteen (15) business days of the decision rendered during the informal resolution process provided the employee elected the Informal Resolution process. In the event that the employee did not utilize the Informal Resolution process, the employee shall have fifteen (15) business days to file a grievance from the date of occurrence of the event(s) which gave rise to the grievance, ~~or from the date which the employee becomes knowledgeable of the cause of action.~~ If the event which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave or other compensated leave, the ~~five (5) working~~ fifteen (15) business day period shall commence running immediately upon the employee's return from such compensated leave. ~~The first step shall be on an informal and oral basis.~~ The FOP PBA representative may be present to represent the employee. The ~~immediate supervisor~~ employee's Lieutenant shall render decision within ~~five (5) working~~ fifteen (15) business days.

Step 2: Any grievance which cannot be satisfactorily settled with the Lieutenant, or the immediate supervisor ~~if the grievant is a Sergeant~~, shall be ~~reduced in writing~~ submitted in writing by the employee or a FOP PBA representative ~~and shall next be taken up with~~ to the Chief of Police through the grievant or the representative of the FOP PBA and the Chief of Police within ~~five (5) working~~ fifteen (15) business days after completion of Step 1. The Chief of Police shall within ~~five (5) working~~ fifteen (15) business days after discussion render a decision in writing, with a copy to the Union Representative ~~employee's organization.~~

Step 3: Any grievance not satisfactorily settled at Step 2 will be ~~taken up with~~ submitted to the City Manager or designee within ~~five (5) working~~ fifteen (15) business days from the date the Chief of Police has rendered decision. The grievance as specified in writing shall be discussed by and between the employee and representative of the FOP PBA and the City Manager within ~~five (5) working~~ fifteen (15) business days after completion of Step 2. The City Manager shall, within ~~five (5) working~~ fifteen (15) business days, render a written decision.

Step 4: Arbitration: In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the FOP PBA and/or the grievant may

request that the grievance be submitted to arbitration within fifteen (15) working business days after the City Manager renders a written decision on the grievance. ~~The arbitrator will be any impartial person mutually agreed upon by and between the parties. If an impartial arbitrator cannot be mutually agreed upon~~ Within fifteen (15) business days after the grievance is submitted to arbitration, the ~~the~~ parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option within ~~five (5) working~~ fifteen (15) business of receipt by striking three (3) names in alternating fashion, with a coin toss determining which party strikes first. ~~the grieving party striking first.~~ The parties agree, that once an Arbitrator has been selected, the parties shall select a hearing date within one hundred and twenty (120) days from the date the Arbitrator was selected.

A. The City and the ~~FOP PBA~~ and/or grievant shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator thereafter, shall confine decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine consideration and determination to the written statement of the grievance presented in Step 3 of the grievance procedure.

B. The arbitrator shall fashion, an appropriate remedy for violations of the provisions contained in this Agreement.

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

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

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

F. Where a grievance is general in nature, in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the ~~FOP PBA~~ and the City, such grievance shall be presented by the ~~FOP PBA~~ Representative, in writing, directly to the City Manager, (Step 3) within ~~ten (10) working~~ fifteen (15) business days of the occurrence of the event(s).

G. All above-mentioned time frames may be extended in writing by mutual agreement.

2.5 Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to address the grievances.

Commented [TM3]: Remove parentheses, use "."
After letters for continuity of formatting.

(B) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such good faith participation.

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(C) The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the Association or the City in other cases.

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(D) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked.

Article 3 DUES DEDUCTION

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

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

Article 4 MANAGEMENT RIGHTS

4.1 It is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public and exercise control and discretion over its organization and operations, provided that the exercise of such rights shall be consistent with the express terms of this Agreement and applicable law, and shall not constitute a waiver of the Union's right to bargain over mandatory subjects of bargaining or the impact thereof where required by law.

4.2 In addition, the ~~FOP~~ PBA recognizes the ~~sole and exclusive~~ rights, powers and authority of the Employer include, subject to this Agreement and applicable law ~~further include, but are not limited to,~~ the following: to direct and manage employees of the City; to hire, promote, transfer,

schedule, assign and retain employees, to suspend, demote, discharge or take other disciplinary action against employees for ~~proper~~ just cause; to relieve employees from duty because of lack of work, funds, or other legitimate reasons; to maintain the efficiency of its operations including the right to contract and subcontract existing and future work; to determine the duties to be included in job classifications consistent with existing classifications and training; and the numbers, types and ranks of positions or employees assigned to an organizational unit, department or project; to assign overtime and to determine the amount of overtime required, to control and regulate the use of all its equipment and property; to establish and require employees to observe all ~~its~~ lawful rules and regulations, to conduct performance evaluations; and to determine internal security practices consistent with this Agreement.

The Employer agrees that, prior to ~~any substantial~~ permanent lay-off of ~~FOP PBA~~ bargaining unit members, it will ~~discuss, bargain such with the FOP PBA, provide advance written notice to the PBA and bargain over the impact of such decision to the extent required by law.~~

4.3 Civil Emergency or Financial Hardship

- A. In the event of a declared civil emergency, including but not limited to riots, civil disorders, or severe weather conditions, the Employer may take actions necessary to respond to the emergency. Only those provisions of this Agreement that cannot reasonably be complied with due to the emergency may be temporarily suspended, and only for the duration of the emergency.

~~Civil Emergency, if determined in the sole discretion of the City Manager or Designee and it is declared that civil emergency conditions exist, including, but not limited to, riots, civil disorders, severe weather conditions (or similar catastrophe), the provisions of this Agreement may be suspended by the City Manager or Designee during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.~~

Should an emergency arise, the ~~FOP PBA~~ shall be advised in writing within twenty-four (24) hours as soon as possible of the nature of the emergency and any provision affected.

- B. In the event the Employer asserts a financial hardship or exigent circumstances, the Employer shall provide the PBA with sufficient, objective financial information supporting such claim and, upon request, the parties shall meet and bargain to the extent required by law.

Nothing in this Agreement shall be construed to permit the unilateral suspension or modification of negotiated wages, benefits, or other terms and conditions of employment.

Financial Hardship or Related Exigent Circumstances. The City Manager or Designee, his or her sole discretion, when presented with sufficient, objective information to demonstrate a meaningful financial hardship or similar exigent circumstances the City will face, will contact the PBA representative to request a period of negotiation pursuant to section 447.4095, Florida Statutes, and the PBA agrees to coordinate such a negotiation period

~~within thirty (30) days of the notification. The parties will attempt to jointly communicate the purpose of the exigent negotiation period but in the event that such a joint communication cannot be prepared, the parties agree not to include any negative or disparaging information in any communication issued prior to the negotiation period. At the time that the City Manager notifies the PBA representative of the need for the negotiation period, he or she will state the specific reasons related to the request. Financial Hardship. The City Manager or Designee may, in the sole discretion of the City Manager or Designee and prior to June 30th of any fiscal year during the contract term, when presented with financial conditions as projected for the following contract fiscal year that require, in the judgment of the City Manager or Designee, announce the suspension of wage increases limited to those in rank, and separately or together, Longevity Pay, each as established in Article 26, by posting a notice on the FOP Bulletin Boards that such suspension shall occur for the next fiscal year. The notice shall state the reason(s) for such Suspension, including but not limited to decreases projected tax revenues, intergovernmental revenues, charges for service, permits and fees, or increases employee pensions costs, insurance, and required capital expenditures. The financial impact of conditions described in Paragraph A (Civil Emergency) may also require suspension of wage increases as contemplated in this Paragraph B.~~

Article 5 PERSONNEL RECORDS

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, at no cost to the employee. The parties agree that there shall only be one personnel file held by the City.

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.

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

Article 6 SENIORITY

6.1 The City agrees that time in service shall consist of ~~sworn~~ continuous accumulated paid service with the City of Alachua Police Department. ~~Seniority is defined as time in rank or classification and it shall be computed from the date of hire, or date of promotion. Seniority is defined as time in rank or classification from the date of successful completion of the probation/training period.~~ Members serving in a higher rank or classification shall have seniority over those of lower rank or ~~classification~~. Seniority shall accumulate during leaves of absence due to injury, illness, vacation, or any other leave authorized and approved by the City.

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

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6.3 In the event of a layoff for any reason, rank, performance evaluations and classification will be the determining factors used by the City. In the event that more than one employee has the same performance evaluation, employees will be laid off in the inverse order of their rank and seniority. Any employee to be laid off, who has advanced to present classification from a lower rank or classification, in which he or she held a permanent appointment, shall be given an open position in a lower rank or classification. His or her seniority in the lower classification shall be established according to the date of ~~the initial permanent~~ appointment with the Police Department. No new employee shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. Employees shall be called back from layoff with rank and ~~seniority and~~ the performance evaluation being the determining factors. In the event that more than one employee of the same rank and classification has the ~~same seniority date same performance evaluation~~, employees will be recalled according to the seniority in rank ~~or classification~~ from which the employee was laid off, in alphabetical order.

6.4 Employees shall be notified of their recall to work by registered letter mailed to their address of record, with a copy sent to their personal email address on file with the City and shall be given ~~fifteen (15) ten (10) business calendar~~ days to return to work. A recalled employee shall notify the employer in writing of the employee's intent to return to work within ten (10) business ~~five (5) calendar~~ days of notice of attempt to deliver the recall letter.

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

6.6 In the event of a recall, the employee will be placed into the Step that reflects their years of service in the rank to which they are recalled ~~the current rate of pay for classification and rank~~ but not lower than that of the employee when laid off. Upon recall, all credit for seniority shall be restored. In the event of a vacancy in an assignment, or a promotional vacancy, seniority will be given reasonable consideration but will not be the determining factor.

6.7 Seniority shall also be considered in the selection of any employee to be sent to any type of school or training

Article 7 LEAVE OF ABSENCE

7.1 Leave of Absence Without Pay:

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

A. An employee shall return from leave of absence at the same rank and pay as at the time of commencement of leave of absence.

B. Any employee who is a member of the National Guard or an organized military service unit of the United States will be granted a leave of absence when called to active duty or for training with the armed forces in accordance with State and Federal Law. Military leave shall be granted in accordance with the provisions of State and Federal Law. All employees entitled to military leave shall give their supervisor an opportunity, within the limits of military regulations, to determine what leave shall be taken.

7.2 Leave of Absence with Pay

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

Article 8 PROBATIONARY /TRAINING PERSONNEL

8.1 All Sworn Officers promoted to Sergeant or Communication Operators (COs) promoted to a higher classification shall serve a probationary/training period of one year (365 days), which can be extended for up to six (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. If the Chief of Police determines an extension of probation is

necessary, the City shall provide the member on probation in writing the reason for the extension in addition to a pathway to successfully complete probation. During the length of the extension of probation, the employee's supervisor shall meet with the employee no less frequently than monthly unless the extension is thirty (30) days or less in which case the meetings will be bi-weekly to review the employee's progress to ensure successful completion of probation.

8.2 Upon successful completion of said 365 days, or such period of extension as provided for in 8.1. Both shall accrue seniority in classification or rank from the date of successful completion of the probationary/training period.

Article 9 BULLETIN BOARDS

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

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

9.3 The City will post any proposed changes to City Policies and Procedures (COAPP) or APD Policies and Procedures in the Directive Management System (PDMS) on the ~~FOP PBA~~ Bulletin Board as Provided in Article 13.4 at least thirty (30) days prior to effective date of the proposed changes.

9.4 The City has created a ~~FOP PBA~~ intranet portal where the ~~FOP PBA~~ and City can post approved material for bargaining unit members.

9.5 The City will post, thirty (30) days in advance of the projected assignment date, all opportunities for lateral transfer to new or open positions. Posting will be on the ~~FOP PBA~~ Bulletin Board and distributed via electronic mail to all members and all interested and eligible bargaining unit members shall submit by email to the Chief of Police the written reasons for the request, qualifications and other support for transfer to the assignment. All such requests shall be received by the Chief, as evidenced by proof of sending the email on the City IT System to the Chief, fourteen (14) days before the published assignment date. The Chief of Police, as provided for in Article 4, will consider all such requests and make the final staffing decision and selection from the members of the entire bargaining unit as the Chief determines to be in the best interests of the City.

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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.

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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 duties. Further, the parties recognize that the performance of such duties involves these employees in all manner of contacts and relationships with the public and out of such contact and relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by a sworn law enforcement officer whose concern must be the security of the City and preservation of the public interest. In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizen complaints and matters of internal security; provided, however, that any investigative interrogation of any employee covered by this Agreement relative to a citizen complaint and or a matter of internal security shall be conducted under the following conditions and following the provisions of F.S.S. 112, the Police Officer's Bill of Rights. The parties agree that the City shall not initiate an internal investigation based on anonymous complaints and must interview the complainant and comply with Chapter 112, F.S.S.

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

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

C. In all cases wherein an employee is to be interrogated concerning an alleged violation of Department Rules and Regulations which, if proved, may result in dismissal or in some other disciplinary measure, the employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choosing and with the representative of the ~~FOP~~ PBA, who may be present during all interrogation. The attorney and their ~~FOP~~ PBA representative ~~may~~ shall be present during the interrogation. When the attorney and/or representative is not immediately available and conditions permit, the interrogation will be scheduled with the member's attorney and PBA Representative postponed for twenty four (24) hours or to a date mutually agreed upon within three (3) business days.

D. In cases where the City chooses to relieve an employee from duty pending an

investigation or other administrative determination, the following conditions will prevail:

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

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

1. Unfounded – The act or acts complained of did not occur or did not involve APD personnel.
2. Not-Sustained – Insufficient evidence to clearly prove or disprove the allegation/complaint.
3. Sustained – The preponderance of evidence clearly proves the allegation / complaint.
4. Exonerated – The act or acts did occur, but were justified, lawful and proper.
5. Exonerated due to policy failure – A finding of conclusion that policy, procedure, rule or regulation covering the situation was non-existent or inadequate.

F. Only "Sustained" complaints will be inserted in an officer's personnel file.

~~G. The charge "conduct unbecoming an officer" can be used provided it is qualified by "in that the officer did (describe the conduct in detail)."~~

~~H.G.~~ The City shall not discharge or discipline any bargaining unit employee without proper cause and due process, except in layoff situations (Article 4 and Article 6).

H. Verbal Warnings (Counseling) issued by supervisors are not considered formal discipline and therefore, shall not be documented in IAPro/BlueTeam.

I. Corrective Counseling documents shall be maintained in the member's divisional file and shall be automatically purged by the City after a period of twelve (12) months from the date of issuance.

11.2 If the City feels there is proper cause for disciplinary action the employee will be notified in writing that he/she will be disciplined clearly stating the reasons.

A. In the event an employee becomes the subject of a formal Departmental or City investigation arising from a complaint or allegation, the Department or the City,

whichever is appropriate, shall notify the employee of the complaint on an agency generated form unless a criminal investigation is initiated. The Chief of Police shall not be the complainant to an investigation unless the Chief of Police was a witness to the incident in question.

B. Upon conclusion of the formal investigation the employee will be notified, in writing, (i.e., Sustained; Not Sustained; Exonerated; Exonerated Due to Policy Failure; Unfounded), of the disposition of the complaint, in compliance with Chapter 112, F.S.S.

C. When a misconduct investigation results in dismissal, the member will be provided, in writing, the reason and effective date of the dismissal, and a statement outlining the member's rights.

11.3 Disciplinary Matrix

DISCIPLINE LEVEL AND POINT SCALE												
NUMBER OF CHARGES												
		1	2	3	4	5	6	7	8	9	10	
LEVELS	1	0	10	20	30	40	50	60	70	80	90	
	2	10	20	30	40	50	60	70	80	90	100	
	3	20	40	60	80	100	120					
	4	30	60	90	120	160						
	5	50	100	150	200							

<u>80-99</u>	<u>Ten Day Suspension</u>	<u>Termination</u>	<u>Six – Eight Months</u>
<u>100+</u>	<u>Fifteen Day Suspension</u>	<u>Termination</u>	<u>Nine – Twelve Months</u>

* If the employee's performance or lack of performance causes harm, the potential for harm, or impedes the good working order of the APD, the Chief may impose disciplinary probation outside of the matrix, except in cases of Fast Track Resolution.

** A level five violation is an automatic twelve (12) months of disciplinary probation.

- a. OPS shall be responsible for tracking the number of disciplinary points accumulated by officers.
- b. OPS shall ascertain the number of points a subject officer may have at the time of the investigation and prior to making a disciplinary recommendation.
- c. The disciplinary scale shall be utilized when deciding the amount of discipline to be rendered for a violation(s) of APD policies and procedures, rules, and regulations.
- d. The disciplinary scale is divided into minimum and maximum disciplinary ranges which are based on a point system.
 1. The points are acquired by determining the level(s) of violation(s) of rule, regulation or policy combined with the number of charges per level. For example, four charges in the Rules/Level Two Violations section would equate to 40 discipline points, Disciplinary Level and Point Scale.
- e. After calculating the amount of discipline points, the amount of recommended discipline can be determined by referring to the Formal Discipline Ranges guideline on the Disciplinary Level and Point Scale.
- f. Points will be retained and count toward future disciplinary action.
 1. Level 1, 2 and 3 violations will be retained for one year from the date discipline is rendered.
 2. Level 4 and 5 violations will be retained for two years from the date discipline is rendered.
- g. Reprimands will count toward future discipline for one year from the date discipline is rendered.
- h. Calculating Previously Accumulated Discipline Points
 1. Previously sustained Level 1 through 5 violations will be calculated at one-half cumulative point value.

2. Counseling will not count toward any progressive point total but may be used in the progressive discipline process.

3. Violations of Level 1 with one charge have no point value and, as a result, no points will be carried forward.

i. However, repetitive Violations of Level 1 will accumulate points based on the Discipline Level and Point Scale.

i. Chief of Police Review

1. Upon receipt of an Administrative Investigation, the Chief of Police will review all facts of the case to determine if disciplinary action is warranted.

2. During the review, the Chief may ask for additional information.

3. If sufficient grounds are present to warrant disciplinary action, the Chief may proceed and take any action deemed appropriate.

11.4 Notification of Findings

a. The subject employee will be provided written notification of the conclusion of the investigation and the Chief's disposition.

b. Notification will be made using either the:

1. Employee Notice of Findings of Administrative Investigation;

2. Employee Notice of Intended Disciplinary Action; or the

3. Employee Notice of Disciplinary Action; and the

4. The complete Internal Affairs Investigative file.

c. Training, Retraining, and Disciplinary Probation are not appealable actions and do not require an Employee Notice of Intended Disciplinary Action.

d. OPS will provide the subject officer with the applicable notice(s) to be signed.

11.5 Loudermill Hearing (Pre-Disciplinary Hearing)

The purpose of the pre-disciplinary hearing (Loudermill Hearing) is to provide the subject employee an avenue of appeal for actions involving termination, demotion or suspension prior to the imposition of discipline. [CFA 7.06]

a. Termination or Demotion:

1. The subject member will be afforded the opportunity to meet with the Chief or

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designee prior to the effective date of the intended termination or demotion, to respond to the charge(s).

2. The subject member is responsible for requesting the Loudermill Hearing and must do so within three (3) working days of receipt of the Employee Notice of Intended Disciplinary Action.
3. If the subject member presents adequate justification, the Chief has the authority to amend the disciplinary action.

b. Suspensions:

1. The subject member will have the opportunity to meet with the Chief or designee prior to the effective date of the intended disciplinary action to respond to the charge(s).
2. The subject member is responsible for requesting a Loudermill hearing and must do so within three (3) working days of receipt of the Employee Notice of Intended Disciplinary Action.
3. Upon completion of the Loudermill Hearing, the Chief will forward to the employee in writing any recommendations for the intended discipline based upon any justification presented by the subject member.
4. The Chief shall make the final determination on the imposition or amendment of the disciplinary action.

11.6 Fast Track Resolution Process

- a. Fast Track Resolution (FTR) is a voluntary process available to sworn officers who are the subject of an internal administrative investigation. FTR is designed to significantly reduce the length of time required to complete an internal investigation. FTR is available to officers who:
 1. Do not contest the factual allegations of the complaint and who waive all further appeals concerning the investigation and discipline imposed; and;
 2. Agree to discipline recommended by the Chief and understand that it may be used for purposes of progressive and cumulative discipline for future disciplinary action;
 3. Acknowledge that they may elect to voluntarily provide an oral or written statement and agree to waive their Law Enforcement Officers' and Correctional Officers' Rights, as per Chapter 112.532 (1(a-i)), F.S. (Not applicable for Civilian Employees);
 4. Understand that, if applicable, they must still participate in a witness interview concerning the same investigation involving another subject officer; and;

5. Agree that the disposition of discipline by the Chief is final.

b. Eligibility for FTR

1. Eligibility of subject officers for FTR is at the sole discretion of the Chief of Police.

2. Allegations eligible for FTR include violations of Department policy, except when those violations could:

- i. Result in an officer's demotion or termination;
- ii. Constitute a moral character violation as defined by Rule 11B-27.0011(4), FAC;
- iii. Constitute a criminal act.

c. FTR Process

1. OPS will:

- i. Determine the eligibility/appropriateness of the complaint for FTR.
- ii. Determine the eligibility of subject officer(s) under investigation for FTR.
- iii. Obtain approval for FTR and a recommendation of discipline from the Chief.
- iv. Notify subject officer(s), in writing, that they are the subject of an internal Investigation using a *Notice of Administrative Investigation* form, which identifies the allegations as well as the officer's rights and responsibilities relative to the investigation.
- v. Notify eligible officers that they may participate in FTR if they so choose and issue them a *Fast Track Resolution Agreement* form.
 - 1. A subject officer has ~~seven (7) calendar~~ five (5) business days to review the *Fast Track Resolution Agreement*, sign it and return it to OPS if they wish to participate in FTR.
 - 2. If the officer does **not** return a signed agreement within ~~seven (7) calendar~~ five (5) business days, it indicates the officer has waived FTR and the investigation will proceed as any other.
- vi. Issue a signed copy of the *Fast Track Resolution Agreement* to the subject

officer.

1. The signed agreement shall serve in lieu of the following OPS forms:

- a. Notice of Intended Disciplinary Action

- b. Notice of Disciplinary Action

- vii. Close the administrative investigation.

Note: OPS will offer FTR to eligible subject officers prior to their investigatory interview. Participation in FTR negates the need for a subject-officer interview by OPS.

d. General Provisions Regarding the FTR Process

1. Any discipline imposed shall not exceed the guidelines of the *Discipline Level and Point Scale*.
2. Any agreement reached between a subject officer and the Department shall not establish binding precedent on the Chief of Police in any other cases.
3. If upon request of the employee and approved by the Chief of Police, the employee may elect to utilize leave hours in lieu of suspension hours (days) if the employee elects to participate in the FTR. The Chief of Police's decision to approve the utilization of leave hours in lieu of suspension hours is not grievable.

Article 12 LEGAL BENEFITS

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

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

Article 13 DISCIPLINE, RULES AND REGULATIONS

13.1 It is agreed that employees covered by this Agreement shall be subject to the COAPP and

PDMS as either one now exists or may be amended. Should there be any conflict between the provisions of PDMS, the COAPP shall prevail. This Agreement shall prevail in any conflict with either the PDMS or the COAPP.

13.2 Failure of employees to comply with the terms of the COAPP and the PDMS may result in the imposition of disciplinary action pursuant to the provisions of these above cited Rules.

13.3 It is the understanding and the intention of the parties that any disciplinary action taken in the case of an employee in this bargaining unit shall be subject to the grievance procedure as provided in Article 2 of this Agreement.

13.4 New or revised rules implemented within the PDMS and any changes in COAPP, shall be posted on the ~~FOP PBA~~ bulletin board at least thirty (30) days prior to the effective date. If the proposed changes in Policy and Procedures will impact wages, hours or terms and conditions of employment and if the ~~FOP PBA~~ disagrees with a new or changed Police Department rule or COAPP, it shall make a written request ~~for a meeting to bargain the proposed changes~~ with the designated city bargaining representative to attempt to reach a mutual agreement. If the proposed change is a mandatory subject of bargaining, the parties must agree to the change prior to any implementation by the City. ~~The FOP request shall be delivered to the designated city bargaining representative and the meeting shall be held prior to the proposed effective date of such rule.~~ The thirty (30) day posting requirement may be waived by mutual agreement between the local ~~FOP PBA~~ Representative and the City Representative.

13.5 A copy of the COAPP and PDMS both available on COA Intranet.

13.6 The PBA shall have electronic access to the COAPP and an active login to PDMS for the purposes of review and notification of proposed policy changes that impact this Agreement or terms and conditions of employment.

Article 14 **TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION**

14.1 Employees temporarily serving (acting) in a position of higher rank shall be paid for such hours at the minimum rate of the position being filled or at least five percent (5%) higher than the employee's then current rate, whichever is greater. In the event that a member is promoted from the acting position to a permanent position after a period of sixty (60) days served in the acting capacity, the time spent in the acting position shall serve towards the member's probationary period.

Article 15 **TRAINING**

15.1 Where the City requires any employee to attend supervisory training and/or training in specialized techniques, the City will make every reasonable effort to facilitate the employee attending such training during normal working hours. In the event the City is unable to schedule

the employee to attend such training during normal working hours, the employee shall be required to attend such training during off-duty hours. However, the time spent by the employee in such training during off-duty hours shall be compensated in accordance with Hours of Work and Overtime.

15.2 All sworn officers will be required to train and qualify with their service weapon on a semi-annual basis. The training will be conducted by a certified firearms instructor. All ammunition and safety equipment will be furnished by the City. Any employee required to 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 (75%) to qualify. Any employee posting a score of ninety-two percent (92%) or better, two consecutive semiannual times, will receive a bonus of one day of paid leave, not charged against any other leave time, to be taken by employee at any time, with approval of the supervisor.

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

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

Article 16 **FOP PBA REPRESENTATIVES**

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

16.2 An employee representative of the ~~FOP~~ PBA 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~~ PBA on an 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)~~ Two (2) employees representative of the ~~FOP~~ PBA who ~~is~~ are 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 regular full time City employees in obtaining a college education, up to and including a M.A./M.S. B.A./B.S., in subjects that maintain or improve skills in their position.

17.2 Application Procedure

- A. The employee must have successfully completed all new-hire probationary periods.
~~applicable training periods.~~
- B. The employee must submit an timely application to Chief of Police his/her
~~Department Director~~ at least thirty (30) business day in advance 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. The City must respond to the employee's request within fifteen (15) business days prior to the registration deadline. If the City fails to respond to the employee to an application with less than two (2) business days prior to the registration deadline, the request shall be deemed as approved and authorized.
- C. Employee will only be reimbursed if still employed by the City upon completion of the course.
- D. Employee understands that any funds provided by the City shall not exceed the cost of the tuition for any course and the Employee's receipt of funding from sources other than the City will result in a corresponding reduction of the education assistance amount provided by the City. Employee will be required to report any funding received for any course associated with his or her application to the City for assistance. 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).
- E. A grade of "C" or higher is required as a final grade for the course.

17.3 Reimbursement

- A. Costs for books are not reimbursable as they are considered personal property of the employee.
- B. No reimbursement will be made for an incomplete course.
- C. The total reimbursement (total pay out to all bargaining unit members) by the City under this Article 17 shall not exceed fifteen thousand dollars (\$15,000) for FY 2025-2026 and twenty thousand dollars (\$20,000) for FY 2026-2027. For FY 2027-2028, this amount may need to be negotiated and this provision may be opened by either party without it counting against the two article restriction against either party. for FY 2025-2026.
- D. Funds will be committed on a first come first served basis as determined by the date and time applications are submitted to the Chief of Police. Applications must be sent to the Chief by email and are considered submitted the date and time transmitted on the City IT

System.

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

17.4 Reimbursement shall be paid as follows:

- A. Grade A (+/-) or Pass in Pass/Fail = 100%
- B. Grade B (+/-) = 90%
- C. Grade C (+/-) = 80%
- D. Lower than C = No Reimbursement

Article 18 WORKERS COMPENSATION BENEFITS

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

Article 19 INSURANCE

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

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

Article 20 EQUIPMENT

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

A. The City will provide each sworn employee with an annual stipend of \$100 (one hundred dollars) for the purchase of footwear that meets the guidelines according to policy.

B. The ~~\$100.00~~ \$200.00 will be paid annually in a lump sum in the first pay period beginning and continuing after October ~~2022~~ 2026.

C. The ~~\$100.00~~ \$200.00 will be treated as compensation and subject to all required deductions.

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

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

20.4 Upon completion of the FTO program regular full time sworn officers (Qualified Officer) will be assigned a (take home) vehicle. Officers assigned a take home vehicle are authorized to drive their assigned vehicles to and from their residence provided the residence of the employee and described take home use is within a twenty (20) mile driving distance (the limit) of the APD facility at 15000 NW 142nd Terrace, Alachua, Florida. The use of the take home vehicle may occur within or without Alachua County as long as such use is within the twenty (20) -driving mile limit described and generally depicted in Exhibit A to this contract. City vehicle may be used as further described and limited in the COAPP or PDMS. Further, it is specifically here agreed that the parties negotiated, agreed and stipulate, in order to generate acceptance and a smooth transition and implementation of this newly written and agreed contract provision, that Qualified Officers employed by the APD on or before September 1, 2022 whose official residence was and the same remains located beyond the described twenty (20) mile driving limit may drive the vehicle assigned for take home use as described in this section. Take home use (beyond the 20 mile limit) shall revert to the twenty (20) mile driving limit should the officer change the location of residence. The Chief of Police shall retain the authority and have the discretion to determine a special assignment or other circumstances the Chief finds, in the best interests of the City, justify or require future exceptions.

20.5 Patrol vehicles will contain the following equipment in working order: Approved emergency lights, siren, loudspeaker, two-way radio, shotgun and shells, shotgun locks, first aid kit, fire extinguisher, reflective traffic vest, raincoat, and a prisoner cage guard in all vehicles which shall be in use when transporting prisoners.

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

Article 21 HOURS OF WORK AND OVERTIME

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

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

B. Hours worked in excess of a regular forty (40) or regular eighty (80) hour work period shall be compensated at the rate of time and one-half of the employee's regular straight time rate. Compensation will be paid or as compensatory leave if requested by employee and approved by the City.

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

D. The aforementioned minimum call out compensation shall apply to required off-duty appearances as subpoenaed witness to attend any court, deposition, or other legal matters on pending criminal civil, or traffic cases where the employee is involved in official police capacity. Any witness fees, excluding salary or overtime pay, or any other related fees in connection with the appearance before any court or for the purpose of taking depositions shall be donated by the employee to the APD Explorer Special Revenue Account.

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

F. Work schedules during any pay period will not be changed or altered to avoid the payment of overtime.

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

H. An employee performing any authorized extra-duty assignment shall be entitled to the same rights, privileges, and benefits as if working regular duty hours. Compensation for extra-duty assignments will be at the established rate. Effective January 1, 2027, an employee performing any authorized extra-duty assignment shall be entitled to the same rights, privileges, and benefits as if working regular duty hours. Compensation for extra-duty assignments will be at the rate of time and one-half their regular base rate of pay, regardless of whether or not they have met the FLSA rules for the payment of overtime.

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

J. The City will compensate a BU member, at that member's standard rate x 1.5, when that employee is called in and works a shift not on the member's schedule. This rate of compensation is an exception to the contract provision and practice that overtime is not paid unless, depending on the BU member's status of seven (7) or fourteen (14) day work period, the total hours actually worked by the member are in excess of forty (40) or eighty (80) hours. This provision shall not apply in the cited instance with the exception of when the member has been compensated for sick time, not including that provided under the Family Medical Leave Act, during the same work period.

K. The City has the authority to establish shifts and to use any method in establishing a shift as well as change, increase, decrease, initiate, restrict and cancel a shift in order to meet the needs of the department and to provide superior service to the community. However, the Department shall make a reasonable effort to provide two (2) weeks prior written notice to the affected employees.

Article 22 ANNUAL LEAVE

22.1 Every regular full-time 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:

A. 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.

B. 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.

C. 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.

D. Article 13 of this contract and The City of Alachua Personnel Policies and Procedures Manual shall apply as appropriate.

22.3 An employee request that accrued annual time be cashed-in in lieu of leave taken, may be approved or rejected at the option and discretion of the City.

22.4 Accumulated annual leave not used during the calendar year in which it is eligible to be taken may be carried over or accumulated to the following calendar year. However, an employee cannot carry over more than two hundred forty (240) hours of annual leave beyond each calendar year ending December 31. It is the responsibility of the bargaining unit member to be aware of accrued and accruing annual leave and apply for (section 22.2) and maintain a balance that will not exceed a maximum accrual of 240 hours. Vacation and personal leave hours current totals for each member are published and listed on each employed pay notice ("stub") issued each pay period.

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

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

Article 23 SICK LEAVE

23.1 All regular full-time employees shall be granted 3.69 hours sick leave per bi-weekly pay period. These days are cumulative with no maximum. Any full-time regular employee who maintains a minimum of four hundred eighty (480) sick leave hours shall be granted twenty (20) hours of additional personal leave time. Any full time sworn officer working a twelve (12) hour workday schedule for the entire calendar year who maintains a minimum of four hundred eighty (480) sick leave hours shall be granted an additional four (4) hours of personal leave time for a total of twenty-four (24) hours. The four hundred eighty (480) hour balance must be maintained through the month of December to receive the additional personal leave credit which will be

awarded after January 1st of the following year.

23.2 Sick Leave Award

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

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

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

- A. Personal illness or physical incapacity of the employee.
- B. Critical illness in the immediate family.
- C. Enforced Legal quarantine due to exposure to contagious disease.
- D. Medical, dental or optical appointments which cannot be arranged during off-duty hours

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

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

Article 24 HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday
~~Washington's Birthday~~ Presidents' Day
Memorial Day
Independence Day
Labor Day

Veterans' Day
Thanksgiving Day
Friday After Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve; and

In the event the City awards additional holidays not listed in this Agreement, those additional holidays shall be granted to all bargaining unit members in addition~~al~~ to the holidays listed above.

24. 2 ~~A~~ Employees shall receive a Personal leave day to be used anytime during the calendar year. The personal day will be granted during the first pay period in January of each year for current and new employees. Employees hired after the first pay period in January will not receive a personal day until the following January. Those employees working ten (10) hours a day will be granted a ten (10) hour personal day, those employees working twelve (12) hours a day will be granted a twelve (12) hour personal day and those employees working eight (8) hours a day will be granted an eight (8) hour personal day. Personal leave day not used during the calendar year in which it is eligible to be taken may not be carried over and accumulated to the following calendar year or may not be cashed-in in lieu of taking the time off.

24. 3 If a holiday falls on an employee's off duty day, pay at the regular rate of pay or a day added to vacation time at the City's option shall occur.

24. 4 An employee who works on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day ("Premium Holiday") shall receive regular pay and, in addition, shall receive time and one-half (1 1/2) regular rate for hours worked on the holiday. However, if an employee works overtime on any recognized holiday the employee shall receive time and one half (1 1/2) regular rate for all overtime hours worked on the holiday.

24. 5 An employee who works a recognized holiday, other than a "Premium Holiday" as defined in 24.4, shall receive regular pay and, in addition, one time the regular rate the hours worked on the non-premium holiday. However, if an employee works overtime on any recognized holiday the employee shall receive time and one half (1 1/2) regular rate for all overtime hours worked.

24. 6 If the holiday occurs while an employee is on vacation the holiday shall be taken and a vacation day not charged for the holiday.

24. 7 The holidays recognized for all employees are those listed above and not any other designated day.

24.8 Holiday Observance

1. Normal Workday Falls On A City Holiday And Member is Working:

Bargaining unit members whose normal workday falls on a recognized City paid holiday will be compensated for each hour worked as outlined in 24.4 and 24.5, above.

2. Normal Workday Falls On A City Holiday And Member is Observing The Holiday:

If a Holiday falls on a member's normal workday, and the member is off observing the holiday, the member will be paid the number of holiday hours equivalent to their normal work shift. In most instances, members falling under this scenario are under an administrative schedule.

**Article 25
BEREAVEMENT LEAVE**

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

25.2 Immediate family is defined as a spouse, domestic partner, child, parent, sibling, grandparent, grandchild and corresponding in-law or step relationships. If the employee was reared by someone other than those named, leave will be granted under the same terms and conditions.

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

**Article 26
WAGES**

~~Contract negotiations between City of Alachua (Alachua Police Department APD) and Fraternal Order of Police (FOP) for FY2025-2026 commenced on September 17, 2025, and concluded on September 24, 2025. The following enhanced Wage Schedule for Police Officers, Police Sergeants and Communications Operators was agreed to be recommended by the representative of both parties for approval by first, the APD Collective Bargaining Unit and then by the Alachua City Commission at their regularly scheduled meeting on October 13, 2025:~~

~~Police Officer~~	~~\$25.71/hr. to \$45.08/hr.~~
~~Police Sergeant~~	~~\$31.48/hr. to 47.62/hr.~~
~~Communication Operator Trainee~~	~~\$18.72/hr. to N/A~~
~~Communication Operator I~~	~~\$20.60/hr. to 28.27/hr.~~
~~Communication Operator II~~	~~\$22.65/hr. to 30.68/hr.~~

26.1 Law Enforcement Progressive Pay Plan

A. Only sworn APD Police Officers to and including the rank of Sergeant are incorporated in The Progressive Pay Plan (Plan). Pursuant to this Collective Bargaining Agreement, and by its adoption and incorporation in the City Compensation Plan by the City of Alachua Commission on October 13, 2025, the identified sworn members shall be and are, effective October 1 2025, upon approval by the Alachua City Commission, ~~sited~~ cited in the Schedule of Compensation as reflected in ~~pages 1 and 2 of Exhibit Appendix B, attached to this Agreement. Should ratification of this contract by the Bargaining Unit not occur before October 7, 2025, the presentation of to this contract to the Alachua City Commission shall be delayed and re-set for the soonest regularly scheduled City Commission Meeting following the date of ratification by the Bargaining Unit. The effective date of implementation of the herein described Wage Schedule shall then be effective the first full pay period after Alachua City Commission ratification.~~

B. All APD Officers hired after October 1, 2025, or later as described in Paragraph 26.1, shall be ~~csited~~ in the Schedule of Compensation at Level 1 and eligible to move to level 2 of the plan upon successful completion of the probation period of 12 months from date of hire or up to 18 months if probation is extended.

C. Each member ~~is eligible for progression shall advance~~ to the next higher level of the Plan one year after reaching the currently held level if the member receives ~~Progression is based on receiving~~ a “meets expectations” or greater on their annual evaluation.

1. Police Officer to Sergeant as set forth in Article 30.

D. The Pay Classification of Detective, Canine Officer and School Resource Officer are abolished. However, the following benefits are here continued and are amounts that, according to the United States Internal Revenue Code, are treated as ordinary income and subject to withholding requirements according to law:

E. Those ~~now~~ assigned the care, custody, control and duties of working with a canine partner shall be paid as set forth in 26.1 plus be paid one additional hour per day for all days, on or off duty, as compensation for caring for the canine. The additional hour per day shall be compensated at the rate of ~~\$12.00/hour~~ \$16.00/hour and all other expenses shall continue to be paid by the city consistent with city then existing policy.

1. Members ~~now~~ assigned to plain clothes duty (whether referred to as detectives, investigators, etc.) will be paid and classified as set forth in 26.1 but will also receive a clothing stipend of ~~\$700.00~~ \$800.00/year, prorated and paid quarterly.

2. A Member serving as a School Resource Officer shall receive no benefit or stipend beyond wages and other benefits provided all uniform officers.

3. All sworn officer positions shall be classified as set forth in Article 26.1

and transfer between assignments shall be considered lateral and not, in and of itself, be a promotion, demotion, change of status or rank.

F. Field Training Officer

~~1. Field Training Officer (FTO) Certification is an important part of the Alachua Police Department commitment to developing a culture of proactive problem solving and community oriented police service in both new and veteran members of the department. Veteran Officers are selected and sponsored for the forty-hour FTO training course at Santa Fe College where they are exposed to and learn the skills necessary to train a new Officer, recognize common problems that often occur with new recruits and recognize the responsibility FTOs have in developing top quality members for their department.~~

~~2. Each new Officer experiences three separate four week phases under the tutelage of a Certified FTO. One or more phases may be led by one FTO or different FTOs may lead each. A report will be completed at the end of each phase and used to continue the process of positive orientation, training and education. A final report will be completed at the end of all three phases.~~

1. Each FTO, in addition to all other compensation and benefits provided for in this Collective Bargaining Agreement, will receive a lump sum payment of \$100.00 at the completion of each four-week phase of a new Officer's training. Payment is due only when the FTO as described actually serves as an FTO and not for just holding the certification. The payment will be included as ordinary compensation (income) in the pay period reported and subject to all normal deductions.

~~2. All changes in compensation pursuant to this Agreement will be implemented effective beginning the first full pay period after October 1, 2025, or the first full pay period after and contingent upon ratification of this Agreement first by the Collective Bargaining Unit and, second, by the Alachua City Commission, whichever is last to occur.~~

G. Promotional Increase Upon Promotion to Sergeant

1. Members shall receive an increase to base pay of the higher rank to which promoted or five percent of their then existing pay, whichever is greater. If a member receives a five percent (5%) pay increase and it places them between steps on the Compensation Step Plan, then they shall be advanced to the next highest step. Example: An Officer is promoted to the rank of Sergeant and their pay places them between Steps 3 and 4 on the Sergeants Step Plan. The employee shall be advanced to Step 4 of the Sergeants Step Plan upon promotion.

H. Previous Experience Pay

1. Previous Experience – Previous experience is defined as any bargaining unit member hired who has previous experience as a sworn law enforcement officer. When a bargaining unit member has been hired with previous experience, the member shall be awarded one step for each two (2) years of previous experience. Credit for previous experience shall be capped at a maximum of five (5) steps or ten (10) years of previous experience.

26.2 Communication Operators

A. Communication Operators (COs) are not classified as sworn Police Officers and are not eligible for participation in the Law Enforcement Progressive Pay Plan set forth and adopted in Section 26.1 of this Collective Bargaining Agreement. Further, neither the City Classification and Compensation Plan nor this agreement are intended to and do not affect changes in established CO classification. The hourly rates for COs are as follows:

<u>Communication Operator Trainee</u>	<u>\$18.72/hr. to N/A</u>
<u>Communication Operator I</u>	<u>\$20.60/hr. to 28.27/hr.</u>
<u>Communication Operator II</u>	<u>\$22.65/hr. to 30.68/hr.</u>

B. Time in continuous service as an APD Communications Operator Trainee, Communication Operator I and Communication Operator II, job requirements and other criteria shall include:

1. Communications Operator Trainee – Entry level position in Communications Division; work performed under direction of assigned Communications Operator trainer. Those in trainee status must demonstrate the knowledge, skills and abilities to perform the duties of a Communications Operator I prior to being released to solo status. Successful completion of FCIC/NCIC certification required within six (6) months of employment. Successful completion of Department of Health (DOH) certification required within (1) year of employment. Failure to successfully complete both FCIC/NCIC and DOH certifications within the time frames set forth is a failure by the employee to meet job qualifications and each failure is individually grounds for termination.
2. Communications Operator I – Communications Operator Trainee to Communications Operator I; successful completion of Communication Operator Trainee requirements, release to solo status, maintain and must possess FCIC/NCIC and DOH certification. Failure to successfully complete and maintain in good standing both FCIC/NCIC and DOH certifications is a failure by the employee to meet job qualifications and each failure is individually grounds for termination.
3. Communications Operator II – Communications Operator I to Communications Operator II; at least two years of continuous services as an APD Communications Operator I meeting job description criteria and being recommended for promotion by the Chief of Police. Must possess and maintain in good standing FCIC/NCIC and DOH certification.

C. Promotion Increase

1. Members shall receive an increase to base pay of the higher rank to which promoted or five percent of their then existing pay, whichever is greater.

D. In Rank Pay Increases Based on Merit

1. Increases in pay within rank shall be based on merit, as reflected in the annual evaluation, as recommended by the Chief of Police, approved by the City Manager and funded in the annual City Budget.

E. Probation Upon Promotion

1. All promotions shall be subject to a one-year period of probation (which may be extended for an additional six months upon approval of the Chief of Police).
2. Failure to satisfactorily complete any period of probation may result in demotion/reduction in pay or termination as the facts and circumstances require.

~~F. All changes in compensation pursuant to this Agreement will be implemented effective beginning the first full pay period after October 1, 2025, or the first full pay period after and contingent upon ratification of this Agreement first by the Collective Bargaining Unit and, second, by the Alachua City Commission, whichever is last to occur.~~

26.3 Merit Increase

~~A. Merit increases for sworn officers are waived by members of the collective bargaining unit as a part of the FOP proposal to establish the Law Enforcement Progressive Pay Plan accepted by the City and implemented as set forth in Section 26.1.~~

A. CO members of the bargaining unit shall continue to become eligible for annual Merit Pay increases, if any, based on their annual performance evaluation as rated by the supervisor. The percentage of any merit increase will be applied to the current hourly rate of pay. If an employee is at or near the maximum rate of pay for the position, the percentage, if any, of an annual merit increase that exceeds the maximum pay range will be paid as a lump sum in lieu of increasing the current hourly rate of pay beyond the set maximum rate. Merit increases shall be on the following schedule:

Below or Does Not Meet Expectations 0%
Meets Expectations 2%*
Exceeds Expectations 3%*
Exceptional 4%*

*Not Cumulative

B. Implementation. Annual evaluations, using the then current City of Alachua form, criteria and process, are scheduled for completion for all employees by October 1 of each calendar year.

1. The Rating Schedule and corresponding Merit Increase are as set forth below:

Final Rating	Range	Merit Increase
Exceptional	4.51 - 5.00	4%
Exceeds Expectations	4.00 – 4.50	3%
Meets Expectations	3.00 – 3.99	2%
Needs Improvement	2.00 – 2.99	0%
Does Not Meet Expectations	1.00 – 1.99	0%

2. Merit increases, if any, awarded any employee will be implemented and paid the first pay period beginning in January of 2026.

3. Merit increases, as with all increases in compensation, are subject to all required deductions.

26.4 Longevity pay will be awarded for FY 2025/2026 based on the criteria listed below:

A. Longevity amounts will be paid in lump sum (less withholdings, etc.) no later than November 23 of each calendar year and paid based on years of service calculated as of September 30th of each calendar year.

B. Eligibility requires a rating of “meets expectations” or above for the current year and the employee must be employed by the City on the date of payment.

C. Longevity pay will be determined by the schedule below:

5 - 9 years of consecutive full-time employment	\$500.00
10 - 14 years of consecutive full-time employment	\$1,000.00
15 - 19 years of consecutive full-time employment	\$1,500.00
20 - 24 years of consecutive full-time employment	\$2,000.00
25 - 29 years of consecutive full-time employment	\$2,500.00
30 or more years of consecutive full-time employment	\$3,000.00

26.5 Future Wage Increase

The parties agree that future wage increases shall be negotiated each fiscal year as outlined in Article 35 of this Agreement.

26.6 Signing Incentive

The parties agree that the City, in its sole discretion, may offer a signing incentive to recruit new bargaining unit members. In the event that a signing incentive is offered by the City, accepted by the bargaining unit member, the following provisions shall apply:

a. Payments

1. Fifty percent (50%) of the total signing incentive shall be made by the City on the bargaining unit member's first pay date after successful completion of the Field Training Program but be issued on a separate check utilizing the IRS Rules and Regulations regarding taxation.

2. The remaining fifty percent (50%) of the total signing incentive shall be made by the City on the bargaining unit member's first pay date but be issued on a separate check utilizing the IRS Rules and Regulations regarding taxation after the successful completion of their initial probationary period.

b. Since the distributions outlined in Section (a), above, occur after the bargaining unit member has completed the required service time, there shall be no repayment by the bargaining unit member to the City upon separation.

**Article 27
SAVINGS CLAUSE**

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

**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 upon written notification by the COA or the ~~FOP~~ PBA.

**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 PBA~~ and there will be no lockouts by the City for the duration of this Agreement. The ~~FOP PBA~~ 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.

Article 30

PROMOTION TO SERGEANT EXAMINATION PROCESS

30.1 Promotions to Sergeant in the Department shall be filled as established in this Article.

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

30.3 Officers, to be eligible to take the exam for Police Sergeant, shall have a minimum of three (3) years of continuous satisfactory full time service as a Police Officer with the City of Alachua or at least two years of continuous satisfactory certified sworn law enforcement service with another agency in the state of Florida the ~~thirty-six~~ (36) months preceding the date of hire by APD, satisfactorily completed the APD probation/training period and served one year continuously with APD after completion of probation/training.

30.4 The competitive process will consist of four (4) phases, a written multiple-choice exam, a practical exercise, role playing and an oral board. An employee will have to obtain a score of at least 70% on the written exam to continue to the next stage of the process. The written test will consist of one hundred (100) multiple choice questions and the score is valid for two (2) full years from the date of taking. However, if an officer elects to retake the written test when it is offered, only the more recent test score will be valid. The practice exercise will consist of presenting the officer with a simulated event and then requiring the officer to complete the required report(s) in order to evaluate the candidate’s perception, knowledge and report writing skills. The third phase involves the candidate in a role playing exercise. The exercise is designed

to evaluate the candidate's knowledge, judgment, composure, interpersonal skills, leadership and decision making. The practice exercise and role playing phase may be combined. The final phase consists of an oral board made up of the three (Sergeants or lieutenants or any combination) from law enforcement agencies in the state. The City will assemble and select the board and bear any associated costs during the oral board. Candidates will be asked to respond to questions concerning situations a Sergeant with APD would be expected to encounter.

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

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

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

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

Article 31 DRUG POLICY

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

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

Article 32 NON-DISCRIMINATION

32.1 Employees of the City shall have the right to form, join, and participate in, or to refrain from forming, joining, and participating in any employee organization of their own choosing. No employee shall be intimidated, restrained, coerced, or discriminated against by either the City

or the ~~FOP~~ PBA, because of the exercise of these rights.

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

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

Article 33 SAFETY

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

33.2 The City or the ~~Fraternal Order of Police~~ Union may call a safety meeting ~~and at~~ any convenient time to discuss safety concerns.

Article 34 CONTRACT FORMAT

The City of Alachua and the ~~FOP~~ PBA Bargaining Unit have and continue to adopt the following format for Contract between the City of Alachua and ~~Gator Lodge 67 Fraternal Order of Police~~ Florida Police Benevolent Association as effective fiscal year ~~2016/2017~~ 2025/2026 and thereafter:

Commented [TM8]: The 2016/2017 refers to original adoption with FOP. If we want to refer to actual year for current contract, it will be 2025/2026.

Article # Title

- #.1. First Level
 - A. Second Level
 - 1. Third Level
 - a. Fourth Level
 - (1) Fifth Level
 - (a) Sixth Level
 - i. Seventh Level
 - a. Eight Level
 - 1. Ninth Level
- #.2. ect...

Article 35 DURATION

35.1 Term

This Agreement shall become effective upon ratification upon both parties and shall remain in full force and effect through September 30, 2028. This Agreement shall remain in full force and be effective during the period of negotiation.

35.2 Re-Openers

The following shall be subject to renegotiation on an annual basis beginning on March 1 of each fiscal year: Wages (Article 26) and up to two (2) articles chosen by each Party.

35.3 Successor Contract

Negotiations for a successor Agreement shall begin no earlier than February 1 of the year preceding the expiration of this Agreement. In the event that the City and the PBA fail to ratify a successor Agreement prior to the expiration date of this Agreement, there will be no changes in wages or benefits until the Parties have ratified a new Agreement or until the statutory impasse procedures have been exhausted.

35.4 Notices

Notices hereunder shall be given by registered or certified mail, and if by the City shall be addressed to the Association at 300 East Brevard Street, Tallahassee, Florida 32301; and if by the Association shall be addressed to the City at P.O. Box 9, Alachua, FL 32616. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

35.5 Memorandum of Understandings

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

IN WITNESS HEREOF, the parties have signed this **AGREEMENT** to be effective this _____ day of _____, 2026.

This **AGREEMENT** was ratified by the Alachua City Commission and the Mayor authorized and directed to affix his signature this ____ day of _____, 2026.

Attest:

Walter Welch
Mayor

Date

Rodolfo Valladares
City Manager

Date

Scott Walker
City Attorney

Date

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

George J. Corwine
Chief Labor Negotiator
Florida Police Benevolent Association

Date

Date _____

Twenty (20) Mile Radius from 151+000 NW 142nd Terr, Alachua, FL 32615

Appendix B
Pay Plan

| Appendix B | | | | | | | | | | |
|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| City of Alachua Pay Step Plan (3% Increase Per Level) | | | | | | | | | | |
| Law Enforcement Step Pay Plan | | | | | | | | | | |
| Rank | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Officer | \$ 25.71 | \$ 26.48 | \$ 27.28 | \$ 28.09 | \$ 28.94 | \$ 29.80 | \$ 30.70 | \$ 31.62 | \$ 32.57 | \$ 33.55 |
| | \$53,475.00 | \$55,079.25 | \$56,731.63 | \$58,433.58 | \$60,186.58 | \$61,992.18 | \$63,851.95 | \$65,767.50 | \$67,740.53 | \$69,772.75 |
| Rank | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| Officer | \$ 34.55 | \$ 35.59 | \$ 36.66 | \$ 37.76 | \$ 38.89 | \$ 40.06 | \$ 41.26 | \$ 42.49 | \$ 43.77 | \$ 45.08 |
| | \$71,865.93 | \$74,021.91 | \$76,242.56 | \$78,529.84 | \$80,885.74 | \$83,312.31 | \$85,811.68 | \$88,386.03 | \$91,037.61 | \$93,768.74 |
| Rank | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Sergeant | \$ 31.48 | \$ 32.42 | \$ 33.40 | \$ 34.40 | \$ 35.43 | \$ 36.49 | \$ 37.59 | \$ 38.72 | \$ 39.88 | \$ 41.07 |
| | \$65,475.00 | \$67,439.25 | \$69,462.43 | \$71,546.30 | \$73,692.69 | \$75,903.47 | \$78,180.57 | \$80,525.99 | \$82,944.77 | \$85,430.02 |
| Rank | 11 | 12 | 13 | 14 | 15 | | | | | |
| Sergeant | \$ 42.31 | \$ 43.58 | \$ 44.88 | \$ 46.23 | \$ 47.62 | | | | | |
| | \$87,992.92 | \$90,632.71 | \$93,351.69 | \$96,152.24 | \$99,036.81 | | | | | |

Appendix C

**FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.
PAYROLL DEDUCTION AUTHORIZATION**

I hereby assign to the Florida Police Benevolent Association, Inc. from any wages earned or to be earned by me as your employer, my periodic dues in such amounts as are now or hereafter established by the Florida Police Benevolent Association. I authorize and direct you to deduct and withhold such amounts from my salary and to remit the same to said Association. I hereby waive all rights and claims to said monies deducted and transmitted in accordance with this assignment with this assignment and authorization shall be revocable at any time upon thirty (30) days written notification to my employer and the Association.

Department Name (please print)

Bargaining Unit (if applicable)

Name (please print)

SSN

Signature

Date

APPENDIX D
CITY OF ALACHUA
FL PBA GRIEVANCE FORM

STEP – 1 2 3
(Circle appropriate step)

Employee's Name _____

Rank _____

Unit _____

Division _____

DESCRIPTION OF GRIEVANCE: (If space is insufficient to write complete information, attach a separate sheet)

INCIDENT DATE: _____

SECTION OF AGREEMENT WHICH HAS ALLEGEDLY BEEN VIOLATED:

RELIEF REQUESTED:

IF REPRESENTATIVE DESIRED:

Name of My Representative: _____

Telephone: _____

FOR GROUP GRIEVANCES ONLY - I have been designated by the following named employees to act as spokesperson and be responsible for processing the above grievance in their behalf:

SIGNED _____

Date Submitted. _____ on behalf of _____

SUBMITTED TO: Name _____

Title _____

**Florida Police Benevolent Association, Inc.
Alachua PD Agreement**

Date: Total

Contract Ratification Vote

Official Vote Ratification Tally Sheet

Number of Eligible Voters: 28

Number of Ballots Cast: 22

Ballots Cast For Agreement: 22

Ballots Cast Against Agreement: 0

Comments:

Representatives for the PBA:

Carlos Hunt

Jacob Eady

**Florida Police Benevolent Association, Inc.
Alachua PD Agreement**

Date: 4-28-26

Contract Ratification Vote

Official Vote Ratification Tally Sheet

Number of Eligible Voters: 28

Number of Ballots Cast: 13

Ballots Cast For Agreement: 13

Ballots Cast Against Agreement: 0

Comments:

Representatives for the PBA:

P. L. Arfitt

[Signature]

**Florida Police Benevolent Association, Inc.
Alachua PD Agreement**

Date: 4-29-26

Contract Ratification Vote

Official Vote Ratification Tally Sheet

Number of Eligible Voters: 28

Number of Ballots Cast: 9

Ballots Cast For Agreement: 9

Ballots Cast Against Agreement: 0

0

Comments:

Representatives for the PBA:

Carlos Huer

Jacob Eady

Collective Bargaining Agreement

Between

North Central Florida Police Benevolent Association

A Chapter of the
Florida Police Benevolent Association



and the

The City of Alachua



March 2026 to September 30, 2028

Officers & Sergeants Collective Bargaining Agreement

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AGREEMENT

This agreement is entered into between the City of Alachua (The City”) and the Florida Police Benevolent Association, Inc. (“PBA” or “Union). The “Police Department” referenced in this Agreement is the Alachua Police Department; hereinafter APD, of the City of Alachua, Florida.

PREAMBLE

Whereas, it is recognized by the parties hereto that the declared public policy of the City and the purpose of Florida Statutes (FS), Chapter 447, Part II, is to provide statutory implementation of the Constitution of the State of Florida, Article 1, Section 6, and to promote harmonious and cooperative relationships between the City and their employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the City; and whereas, it is the intention of the parties of this agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and whereas, the above language is a statement of intent and, therefore, not the subject to the grievance procedure as outlined in Article 2.

Now, therefore, in consideration of the mutual covenants herein contained, the parties do agree as follows:

Article 1 RECOGNITION

1.1. The City hereby recognizes the Florida Police Benevolent Association, Inc., hereafter referred to as the PBA 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, 2156, issued on December 31, 2025.

Included: All employees of the City of Alachua Police Department in the classification of Communications Operator, Police Officer and Sergeant.

Excluded: All other employees of the City of Alachua Police Department, excluding specifically the Police Chief, the Deputy Chief, Captain, Lieutenants(s) and the Communications Supervisor, and all other employees of the City of Alachua.

1.2. It is further understood and agreed that the PBA shall designate, in writing, those individuals who may speak on its behalf in any matter between the PBA and the City; however, such matters shall include only those matters with which the PBA has the authority regarding its membership. Any written notice designating any individual to speak on behalf of the PBA shall state the period of time for such designation. Furthermore, a written list of the bargaining unit members and representatives of the PBA, and those individuals who are authorized to speak on behalf of the PBA, shall be furnished to the Chief of Police within fifteen (15) business days from the date of ratification of this agreement, and the Chief of Police shall be notified in writing, of any changes of said representative within fifteen (15) business 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.

1.4 The terms Member and Employee are used interchangeably and refer to members of the certified collective bargaining unit (BU).

Article 2

GRIEVANCE AND ARBITRATION PROCEDURE

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

2.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall be considered a denial at the current step and automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, grievance shall be considered conclusively abandoned. Any City employee who renders a decision as part of this grievance process may be able to attend a meeting with the employee at a higher step with the mutual consent of both parties; however, except in the case of Arbitration where all parties can attend. At the request of the employee, the City agrees to coordinate any Grievance hearings and all other communication regarding the grievance matters with the employee's PBA Representative should the grievance be filed by the union.

2.3 Definitions:

- A. Business days shall mean Monday through Fridays, excluding weekends and holidays.
- B. Grievant or employee shall mean an employee, a group of employees or the Union.
- C. Submit shall mean in-person or via electronic mail to (enter group designated by the City) utilizing the Grievance Form attached to this Agreement (Appendix D).

2.4 Grievances shall be presented in the following manner:

Informal Resolution: Employee is encouraged to discuss the merits that would eventually rise to the level of a grievance to the immediate supervisor within fifteen (15) business days of the occurrence of the event(s) which gave rise with the grievance cause of action. If the event which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave or other compensated leave, the fifteen (15) business day period shall commence immediately upon the employee's return from such compensated leave. The effort shall be on an informal and oral basis. The PBA representative may be present to represent the employee. The immediate supervisor shall render decision within fifteen (15) business days. If the grievant(s) holds the rank of Sergeant and is unable to resolve the grievance on an informal basis, the grievant shall proceed directly to Step 2 in this process.

Step 1: Employee shall submit the grievance with the employee's Lieutenant within fifteen (15) business days of the decision rendered during the informal resolution process provided the employee elected the Informal Resolution process. In the event that the employee did not utilize the Informal Resolution process, the employee shall have fifteen (15) business days to file a grievance from the date of occurrence of the event(s) which gave rise to the grievance. If the event which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave or other compensated leave, the fifteen (15) business day period shall commence running immediately upon the employee's return from such compensated leave. The PBA representative may be present to represent the employee. The employee's Lieutenant shall render decision within fifteen (15) business days.

Step 2: Any grievance which cannot be satisfactorily settled with the Lieutenant, or the immediate supervisor if the grievant is a Sergeant, shall be submitted in writing by the employee or a PBA representative to the Chief of Police through the grievant or the representative of the PBA and the Chief of Police within fifteen (15) business days after completion of Step 1. The Chief of Police shall within fifteen (15) business days after discussion render a decision in writing, with a copy to the Union Representative.

Step 3: Any grievance not satisfactorily settled at Step 2 will be submitted to the City Manager or designee within fifteen (15) business from the date the Chief of Police has rendered decision. The grievance as specified in writing shall be discussed by and between the employee and representative of the PBA and the City Manager within fifteen (15) business days after completion of Step 2. The City Manager shall, within fifteen (15) business days, render a written decision.

Step 4: Arbitration: In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the PBA and/or the grievant may request that the grievance be submitted to arbitration within fifteen (15) business days after the City Manager renders a written decision on the grievance. Within fifteen (15) business days after the grievance is submitted to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option within fifteen (15) business of receipt

by striking three (3) names in alternating fashion, with a coin toss determining which party strikes first. The parties agree, that once an Arbitrator has been selected, the parties shall select a hearing date within one hundred and twenty (120) days from the date the Arbitrator was selected.

A. The City and the PBA and/or grievant shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator thereafter, shall confine decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine consideration and determination to the written statement of the grievance presented in Step 3 of the grievance procedure.

B. The arbitrator shall fashion, an appropriate remedy for violations of the provisions contained in this Agreement.

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

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

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

F. Where a grievance is general in nature, in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the PBA and the City, such grievance shall be presented by the PBA Representative, in writing, directly to the City Manager, (Step 3) within fifteen (15) business days of the occurrence of the event(s).

G. All above-mentioned time frames may be extended in writing by mutual agreement.

2.5 Procedures

- A. Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to address the grievances.
- B. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such good faith participation.
- C. The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the Association or the City in other cases.
- D. If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked.

Article 3 DUES DEDUCTION

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

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

Article 4 MANAGEMENT RIGHTS

4.1 It is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public and exercise control and discretion over its organization and operations, provided that the exercise of such rights shall be consistent with the express terms of this Agreement and applicable law, and shall not constitute a waiver of the Union's right to bargain over mandatory subjects of bargaining or the impact thereof where required by law.

4.2 In addition, the PBA recognizes the rights, powers and authority of the Employer include, subject to this Agreement and applicable law, the following: to direct and manage employees of the City; to hire, promote, transfer, schedule, assign and retain employees, to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work, funds, or other legitimate reasons; to maintain the efficiency of its operations including the right to contract and subcontract existing and future work; to

determine the duties to be included in job classifications consistent with existing classifications and training; and the numbers, types and ranks of positions or employees assigned to an organizational unit, department or project; to assign overtime and to determine the amount of overtime required, to control and regulate the use of all its equipment and property; to establish and require employees to observe all lawful rules and regulations, to conduct performance evaluations; and to determine internal security practices consistent with this Agreement.

The Employer agrees that, prior to any permanent lay-off of PBA bargaining unit members, it will bargain the PBA provide advance written notice to the PBA and bargain over the impact of such decision to the extent required by law.

4.3 Civil Emergency or Financial Hardship

- A. In the event of a declared civil emergency, including but not limited to riots, civil disorders, or severe weather conditions, the Employer may take actions necessary to respond to the emergency. Only those provisions of this Agreement that cannot reasonably be complied with due to the emergency may be temporarily suspended, and only for the duration of the emergency.

Should an emergency arise, the PBA shall be advised in writing within twenty-four (24) hours of the nature of the emergency and any provision affected.

- B. In the event the Employer asserts a financial hardship or exigent circumstances, the Employer shall provide the PBA with sufficient, objective financial information supporting such claim and, upon request, the parties shall meet and bargain to the extent required by law.

Nothing in this Agreement shall be construed to permit the unilateral suspension or modification of negotiated wages, benefits, or other terms and conditions of employment.

Article 5 PERSONNEL RECORDS

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, at no cost to the employee. The parties agree that there shall only be one personnel file held by the City.

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.

5.4 The PBA agrees not to directly or indirectly furnish the news media or the public with personnel records without the consent of the employee thus ensuring the confidentiality of personnel records other than required by law.

Article 6 SENIORITY

6.1 The City agrees that time in service shall consist of sworn continuous accumulated paid service with the City of Alachua Police Department. It shall be computed from the date of hire, or date of promotion. Members serving in a higher rank or classification shall have seniority over those of lower rank or classification. Seniority shall accumulate during leaves of absence due to injury, illness, vacation, or any other leave authorized and approved by the City.

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

6.3 In the event of a layoff for any reason, rank, performance evaluations and classification will be the determining factors used by the City. In the event that more than one employee has the same performance evaluation, employees will be laid off in the inverse order of their rank and seniority. Any employee to be laid off, who has advanced to present classification from a lower rank or classification, in which he or she held a permanent appointment, shall be given an open position in a lower rank or classification. His or her seniority in the lower classification shall be established according to the date of the initial appointment with the Police Department. No new employee shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. Employees shall be called back from layoff with rank and seniority and the performance evaluation being the determining factors. In the event that more than one employee of the same rank and classification has the same seniority date, employees will be recalled according to the seniority in rank from which the employee was laid off, in alphabetical order.

6.4 Employees shall be notified of their recall to work by registered letter mailed to their address of record, with a copy sent to their personal email address on file with the City and shall be given ten (10) business days to return to work. A recalled employee shall notify the employer in writing of the employee's intent to return to work within ten (10) business days of notice of attempt to deliver the recall letter.

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

6.6 In the event of a recall, the employee will be placed into the Step that reflects their years of service in the rank to which they are recalled but not lower than that of the employee when laid off. Upon recall, all credit for seniority shall be restored. In the event of a vacancy in an assignment, or a promotional vacancy, seniority will be given reasonable consideration but will not be the determining factor.

6.7 Seniority shall also be considered in the selection of any employee to be sent to any type of school or training.

Article 7

LEAVE OF ABSENCE

7.1 Leave of Absence Without Pay:

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

A. An employee shall return from leave of absence at the same rank and pay as at the time of commencement of leave of absence.

B. Any employee who is a member of the National Guard or an organized military service unit of the United States will be granted a leave of absence when-called to active duty or for training with the armed forces in accordance with State and Federal Law. Military leave shall be granted in accordance with the provisions of State and Federal Law. All employees entitled to military leave shall give their supervisor an opportunity, within the limits of military regulations, to determine what leave shall be taken.

7.2 Leave of Absence with Pay

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

Article 8
PROBATIONARY /TRAINING PERSONNEL

8.1 All Sworn Officers promoted to Sergeant or Communication Operators (COs) promoted to a higher classification shall serve a probationary/training period of one year (365 days), which can be extended for up to six (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. If the Chief of Police determines an extension of probation is necessary, the City shall provide the member on probation in writing the reason for the extension in addition to a pathway to successfully complete probation. During the length of the extension of probation, the employee's supervisor shall meet with the employee no less frequently than monthly unless the extension is thirty (30) days or less in which case the meetings will be bi-weekly to review the employee's progress to ensure successful completion of probation.

Article 9
BULLETIN BOARDS

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

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

9.3 The City will post any proposed changes to City Policies and Procedures (COAPP) or APD Policies and Procedures in the Directive Management System (PDMS) on the PBA Bulletin Board as Provided in Article 13.4 at least thirty (30) days prior to effective date of the proposed changes.

9.4 The City has created a PBA intranet portal where the PBA and City can post approved material for bargaining unit members.

9.5 The City will post, thirty (30) days in advance of the projected assignment date, all opportunities for lateral transfer to new or open positions. Posting will be on the PBA Bulletin Board and distributed via electronic mail to all members and all interested and eligible bargaining unit members shall submit by email to the Chief of Police the written reasons for the request, qualifications and other support for transfer to the assignment. All such requests shall be received by the Chief, as evidenced by proof of sending the email on the City IT System to the Chief, fourteen (14) days before the published assignment date. The Chief of Police, as provided for in Article 4, will consider all such requests and make the final staffing decision and selection from the members of the entire bargaining unit as the Chief determines to be in the best interests of the City.

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 duties. Further, the parties recognize that the performance of such duties involves these employees in all manner of contacts and relationships with the public and out of such contact and relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by a sworn law enforcement officer whose concern must be the security of the City and preservation of the public interest. In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizen complaints and matters of internal security; provided, however, that any investigative interrogation of any employee covered by this Agreement relative to a citizen complaint and or a matter of internal security shall be conducted under the following conditions and following the provisions of F.S.S. 112, the Police Officer's Bill of Rights. The parties agree that the City shall not initiate an internal investigation based on anonymous complaints and must interview the complainant and comply with Chapter 112, F.S.S.

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

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

C. In all cases wherein an employee is to be interrogated concerning an alleged violation of Department Rules and Regulations which, if proved, may result in dismissal or in some other disciplinary measure, the employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her

choosing and with the representative of the PBA, who may be present during all interrogation. The attorney and their PBA representative shall be present during the interrogation. When the attorney and/or representative is not immediately available and conditions permit, the interrogation will be scheduled with the member's attorney and PBA Representative to a date mutually agreed upon within three (3) business days.

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

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

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

1. Unfounded – The act or acts complained of did not occur or did not involve APD personnel.
2. Not-Sustained – Insufficient evidence to clearly prove or disprove the allegation/complaint.
3. Sustained – The preponderance of evidence clearly proves the allegation / complaint.
4. Exonerated – The act or acts did occur, but were justified, lawful and proper.
5. Exonerated due to policy failure – A finding of conclusion that policy, procedure, rule or regulation covering the situation was non-existent or inadequate.

F. Only "Sustained" complaints will be inserted in an officer's personnel file.

G. The City shall not discharge or discipline any bargaining unit employee without proper cause and due process, except in layoff situations (Article 4 and Article 6).

H. Verbal Warnings (Counseling) issued by supervisors are not considered formal discipline and therefore, shall not be documented in IAPro/BlueTeam.

I. Corrective Counseling documents shall be maintained in the member's divisional file and shall be automatically purged by the City after a period of twelve (12) months from the date of issuance.

11.2 If the City develops just cause for disciplinary action the employee will be notified in writing that he/she will be disciplined clearly stating the reasons.

A. In the event an employee becomes the subject of a formal Departmental arising from a complaint or allegation, the Department, shall notify the employee of the complaint on an agency generated form unless a criminal investigation is initiated. The Chief of Police shall not be the complainant to an investigation unless the Chief of Police was a witness to the incident in question.

B. Upon conclusion of the formal investigation the employee will be notified, in writing, (i.e., Sustained; Not Sustained; Exonerated; Exonerated Due to Policy Failure; Unfounded), of the disposition of the complaint, in compliance with Chapter 112, F.S.S.

C. When a misconduct investigation results in dismissal, the member will be provided, in writing, the reason and effective date of the dismissal, and a statement outlining the member's rights.

11.3 Disciplinary Matrix

| DISCIPLINE LEVEL AND POINT SCALE | | | | | | | | | | | |
|----------------------------------|---|----|-----|-----|-----|-----|-----|----|----|----|-----|
| NUMBER OF CHARGES | | | | | | | | | | | |
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| L
E
V
E
L
S | 1 | 0 | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 |
| | 2 | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 |
| | 3 | 20 | 40 | 60 | 80 | 100 | 120 | | | | |
| | 4 | 30 | 60 | 90 | 120 | 160 | | | | | |
| | 5 | 50 | 100 | 150 | 200 | | | | | | |

| FORMAL DISCIPLINE RANGES* | | | |
|----------------------------------|------------------------|-----------------------|----------------------------|
| <u>POINT</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> | <u>DISCIPLINARY</u> |
| 0-9 | ----- | Written Reprimand | Not Applicable |
| 10-19 | Written Reprimand | One Day Suspension | Not Applicable |
| 20-29 | Written Reprimand | Two Day Suspension | Not Applicable |
| 30-39 | One Day Suspension | Three Day Suspension | Not Applicable |
| 40-49 | Two Day Suspension | Five Day Suspension | Not Applicable |
| 50-59 | Two Day Suspension | Termination | Not Applicable** |
| 60-69 | Three Day Suspension | Termination | Two – Three Months |
| 70-79 | Five Day Suspension | Termination | Four – Five Months |
| 80-99 | Ten Day Suspension | Termination | Six – Eight Months |
| 100+ | Fifteen Day Suspension | Termination | Nine – Twelve Months |

* If the employee's performance or lack of performance causes harm, the potential for harm, or impedes the good working order of the APD, the Chief may impose disciplinary probation outside of the matrix, except in cases of Fast Track Resolution.

** A level five violation is an automatic twelve (12) months of disciplinary probation.

- a. OPS shall be responsible for tracking the number of disciplinary points accumulated by officers.
- b. OPS shall ascertain the number of points a subject officer may have at the time of the investigation and prior to making a disciplinary recommendation.
- c. The disciplinary scale shall be utilized when deciding the amount of discipline to be rendered for a violation(s) of APD policies and procedures, rules, and regulations.
- d. The disciplinary scale is divided into minimum and maximum disciplinary ranges which are based on a point system.
 1. The points are acquired by determining the level(s) of violation(s) of rule, regulation or policy combined with the number of charges per level. For example, four charges in the Rules/Level Two Violations section would equate to 40 discipline points, Disciplinary Level and Point Scale.
- e. After calculating the amount of discipline points, the amount of recommended discipline can be determined by referring to the Formal Discipline Ranges guideline on the Disciplinary Level and Point Scale.
- f. Points will be retained and count toward future disciplinary action.

1. Level 1, 2 and 3 violations will be retained for one year from the date discipline is rendered.
 2. Level 4 and 5 violations will be retained for two years from the date discipline is rendered.
- g. Reprimands will count toward future discipline for one year from the date discipline is rendered.
- h. Calculating Previously Accumulated Discipline Points
1. Previously sustained Level 1 through 5 violations will be calculated at one-half cumulative point value.
 2. Counseling will not count toward any progressive point total but may be used in the progressive discipline process.
 3. Violations of Level 1 with one charge have no point value and, as a result, no points will be carried forward.
 - i. However, repetitive Violations of Level 1 will accumulate points based on the Discipline Level and Point Scale.
- i. Chief of Police Review
1. Upon receipt of an Administrative Investigation, the Chief of Police will review all facts of the case to determine if disciplinary action is warranted.
 2. During the review, the Chief may ask for additional information.
 3. If sufficient grounds are present to warrant disciplinary action, the Chief may proceed and take any action deemed appropriate.

11.4 Notification of Findings

- a. The subject employee will be provided written notification of the conclusion of the investigation and the Chief's disposition.
- b. Notification will be made using either the:
 1. Employee Notice of Findings of Administrative Investigation;
 2. Employee Notice of Intended Disciplinary Action;
 3. Employee Notice of Disciplinary Action; and
 4. The complete Internal Affairs Investigative file.
- c. Training, Retraining, and Disciplinary Probation are not appealable actions and do not

require an Employee Notice of Intended Disciplinary Action.

- d. OPS will provide the subject officer with the applicable notice(s) to be signed.

11.5 Loudermill Hearing (Pre-Disciplinary Hearing)

The purpose of the pre-disciplinary hearing (Loudermill Hearing) is to provide the subject employee an avenue of appeal for actions involving termination, demotion or suspension prior to the imposition of discipline. [CFA 7.06]

a. Termination or Demotion:

1. The subject member will be afforded the opportunity to meet with the Chief or designee prior to the effective date of the intended termination or demotion, to respond to the charge(s).
2. The subject member is responsible for requesting the Loudermill Hearing and must do so within three (3) working days of receipt of the Employee Notice of Intended Disciplinary Action.
3. If the subject member presents adequate justification, the Chief has the authority to amend the disciplinary action.

b. Suspensions:

1. The subject member will have the opportunity to meet with the Chief or designee prior to the effective date of the intended disciplinary action to respond to the charge(s).
2. The subject member is responsible for requesting a Loudermill hearing and must do so within three (3) working days of receipt of the Employee Notice of Intended Disciplinary Action.
3. Upon completion of the Loudermill Hearing, the Chief will forward to the employee in writing any recommendations for the intended discipline based upon any justification presented by the subject member.
4. The Chief shall make the final determination on the imposition or amendment of the disciplinary action.

11.6 Fast Track Resolution Process

- a. Fast Track Resolution (FTR) is a voluntary process available to sworn officers who are the subject of an internal administrative investigation. FTR is designed to significantly reduce the length of time required to complete an internal investigation. FTR is available to officers who:

1. Do not contest the factual allegations of the complaint and who waive all further appeals concerning the investigation and discipline imposed;
 2. Agree to discipline recommended by the Chief and understand that it may be used for purposes of progressive and cumulative discipline for future disciplinary action;
 3. Acknowledge that they may elect to voluntarily provide an oral or written statement and agree to waive their Law Enforcement Officers' and Correctional Officers' Rights, as per Chapter 112.532 (1(a-i)), F.S. (Not applicable for Civilian Employees);
 4. Understand that, if applicable, they must still participate in a witness interview concerning the same investigation involving another subject officer; and
 5. Agree that the disposition of discipline by the Chief is final.
- b. Eligibility for FTR
1. Eligibility of subject officers for FTR is at the sole discretion of the Chief of Police.
 2. Allegations eligible for FTR include violations of Department policy, except when those violations could:
 - i. Result in an officer's demotion or termination;
 - ii. Constitute a moral character violation as defined by Rule 11B-27.0011(4), FAC;
 - iii. Constitute a criminal act.
- c. FTR Process
1. OPS will:
 - i. Determine the eligibility/appropriateness of the complaint for FTR.
 - ii. Determine the eligibility of subject officer(s) under investigation for FTR.
 - iii. Obtain approval for FTR and a recommendation of discipline from the Chief.
 - iv. Notify subject officer(s), in writing, that they are the subject of an internal Investigation using a *Notice of Administrative Investigation* form, which identifies the allegations as well as the officer's rights and responsibilities relative to the investigation.
 - v. Notify eligible officers that they may participate in FTR if they so choose

and issue them a *Fast Track Resolution Agreement* form.

1. A subject officer has five (5) business days to review the *Fast Track Resolution Agreement*, sign it and return it to OPS if they wish to participate in FTR.
 2. If the officer does **not** return a signed agreement within five (5) business days, it indicates the officer has waived FTR and the investigation will proceed as any other.
- vi. Issue a signed copy of the *Fast Track Resolution Agreement* to the subject officer.
1. The signed agreement shall serve in lieu of the following OPS forms:
 - a. *Notice of Intended Disciplinary Action*
 - b. *Notice of Disciplinary Action*
- vii. Close the administrative investigation.

Note: OPS will offer FTR to eligible subject officers prior to their investigatory interview. Participation in FTR negates the need for a subject-officer interview by OPS.

d. General Provisions Regarding the FTR Process

1. Any discipline imposed shall not exceed the guidelines of the *Discipline Level and Point Scale*.
2. Any agreement reached between a subject officer and the Department shall not establish binding precedent on the Chief of Police in any other cases.
3. If upon request of the employee and approved by the Chief of Police, the employee may elect to utilize leave hours in lieu of suspension hours (days) if the employee elects to participate in the FTR. The Chief of Police's decision to approve the utilization of leave hours in lieu of suspension hours is not grievable.

Article 12 LEGAL BENEFITS

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

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

Article 13

DISCIPLINE, RULES AND REGULATIONS

13.1 It is agreed that employees covered by this Agreement shall be subject to the COAPP and PDMS as either one now exists or may be amended. Should there be any conflict between the provisions of PDMS, the COAPP shall prevail. This Agreement shall prevail in any conflict with either the PDMS or the COAPP.

13.2 Failure of employees to comply with the terms of the COAPP and the PDMS may result in the imposition of disciplinary action pursuant to the provisions of these above cited Rules.

13.3 It is the understanding and the intention of the parties that any disciplinary action taken in the case of an employee in this bargaining unit shall be subject to the grievance procedure as provided in Article 2 of this Agreement.

13.4 New or revised rules implemented within the PDMS and any changes in COAPP, shall be posted on the PBA bulletin board at least thirty (30) days prior to the effective date. If the proposed changes in Policy and Procedures will impact wages, hours or terms and conditions of employment and if the PBA disagrees with a new or changed Police Department rule or COAPP, it shall make a written request to bargain the proposed changes with the designated city bargaining representative to attempt to reach a mutual agreement. If the proposed change is a mandatory subject of bargaining, the parties must agree to the change prior to any implementation by the City. The thirty (30) day posting requirement may be waived by mutual agreement between the local PBA Representative and the City Representative.

13.5 A copy of the COAPP and PDMS both available on COA Intranet.

13.6 The PBA shall have electronic access to the COAPP and an active login to PDMS for the purposes of review and notification of proposed policy changes that impact this Agreement or terms and conditions of employment.

Article 14

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

14.1 Employees temporarily serving (acting) in a position of higher rank shall be paid for such hours at the minimum rate of the position being filled or at least five percent (5%) higher than the employee's then current rate, whichever is greater. In the event that a member is promoted from the acting position to a permanent position after a period of sixty (60) days served in the acting capacity, the time spent in the acting position shall serve towards the member's probationary period.

Article 15 TRAINING

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

15.2 All sworn officers will be required to train and qualify with their service weapon on a semi-annual basis. The training will be conducted by a certified firearms instructor. All ammunition and safety equipment will be furnished by the City. Any employee required to 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 (75%) to qualify. Any employee posting a score of ninety-two percent (92%) or better, two consecutive semiannual times, will receive a bonus of one day of paid leave, not charged against any other leave time, to be taken by employee at any time, with approval of the supervisor.

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

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

Article 16 PBA REPRESENTATIVES

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

16.2 An employee representative of the PBA 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 PBA on an annual basis a complete roster of the bargaining unit, including name, rank, address, telephone (unless unlisted), present assignment and current pay scale.

16.4 Two (2) employees' representative of the PBA who are 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 regular full time City employees in obtaining a college education, up to and including a M.A./M.S., in subjects that maintain or improve skills in their position.

17.2 Application Procedure

- A. The employee must have successfully completed all new-hire probationary periods.
- B. The employee must submit an application to Chief of Police at least thirty (30) business day in advance 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. The City must respond to the employee's request within fifteen (15) business days prior to the registration deadline. If the City fails to respond to the employee to an application with less than two (2) business days prior to the registration deadline, the request shall be deemed as approved and authorized.
- C. Employee will only be reimbursed if still employed by the City upon completion of the course.
- D. Employee understands that any funds provided by the City shall not exceed the cost of the tuition for any course and the Employee's receipt of funding from sources other than the City will result in a corresponding reduction of the education assistance amount provided by the City. Employee will be required to report any funding received for any course associated with his or her application to the City for assistance.
- E. A grade of "C" or higher is required as a final grade for the course.

17.3 Reimbursement

- A. Costs for books are not reimbursable as they are considered personal property of the employee.
- B. No reimbursement will be made for an incomplete course.
- C. The total reimbursement (total pay out to all bargaining unit members) by the City under this Article 17 shall not exceed fifteen thousand dollars (\$15,000) for FY 2025-2026 and twenty thousand dollars (\$20,000) for FY 2026-2027. For FY 2027-2028, this amount may need to be negotiated and this provision may be opened by either party without it counting against the two article restriction against either party.
- D. Funds will be committed on a first come first served basis as determined by the

date and time applications are submitted to the Chief of Police. Applications must be sent to the Chief by email and are considered submitted the date and time transmitted on the City IT System.

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

17.4 Reimbursement shall be paid as follows:

- A. Grade A (+/-) or Pass in Pass/Fail = 100%
- B. Grade B (+/-) = 90%
- C. Grade C (+/-) = 80%
- D. Lower than C = No Reimbursement

Article 18 WORKERS COMPENSATION BENEFITS

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

Article 19 INSURANCE

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

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

Article 20 EQUIPMENT

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

A. The City will provide each sworn employee with an annual stipend of \$100 (one hundred dollars) for the purchase of footwear that meets the guidelines according to policy.

B. The \$200.00 will be paid annually in a lump sum in the first pay period beginning and continuing after October 2026.

C. The \$200.00 will be treated as compensation and subject to all required deductions.

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

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

20.4 Upon completion of the FTO program regular full time sworn officers (Qualified Officer) will be assigned a (take home) vehicle. Officers assigned a take home vehicle are authorized to drive their assigned vehicles to and from their residence provided the residence of the employee and described take home use is within a twenty (20) mile driving distance (the limit) of the APD facility at 15000 NW 142nd Terrace, Alachua. Florida. The use of the take home vehicle may occur within or without Alachua County as long as such use is within the twenty (20) driving mile limit described and generally depicted in Exhibit A to this contract. City vehicle may be used as further described and limited in the COAPP or PDMS. Further, it is specifically here agreed that the parties negotiated, agreed and stipulate, in order to generate acceptance and a smooth transition and implementation of this newly written and agreed contract provision, that Qualified Officers employed by the APD on or before September 1, 2022 whose official residence was and the same remains located beyond the described twenty (20) mile driving limit may drive the vehicle assigned for take home use as described in this section. Take home use (beyond the 20-mile limit) shall revert to the twenty (20) mile driving limit should the officer change the location of residence. The Chief of Police shall retain the authority and have the discretion to determine a special assignment or other circumstances the Chief finds, in the best interests of the City, justify or require future exceptions.

20.5 Patrol vehicles will contain the following equipment in working order: Approved emergency lights, siren, loudspeaker, two-way radio, shotgun and shells, shotgun locks, first aid kit, fire extinguisher, reflective traffic vest, raincoat, and a prisoner cage guard in all vehicles which shall be in use when transporting prisoners.

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

Article 21

HOURS OF WORK AND OVERTIME

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

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

B. Hours worked in excess of a regular forty (40) or regular eighty (80) hour work period shall be compensated at the rate of time and one-half of the employee's regular straight time rate. Compensation will be paid or as compensatory leave if requested by employee and approved by the City.

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

D. The aforementioned minimum call out compensation shall apply to required off-duty appearances as subpoenaed witness to attend any court, deposition, or other legal matters on pending criminal civil, or traffic cases where the employee is involved in official police capacity. Any witness fees, excluding salary or overtime pay, or any other related fees in connection with the appearance before any court or for the purpose of taking depositions shall be donated by the employee to the APD Explorer Special Revenue Account.

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

F. Work schedules during any pay period will not be changed or altered to avoid the payment of overtime.

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

H. An employee performing any authorized extra-duty assignment shall be entitled to the same rights, privileges, and benefits as if working regular duty hours. Compensation for extra-duty assignments will be at the established rate. Effective January 1, 2027, an employee performing any authorized extra-duty assignment shall be entitled to the same rights, privileges, and benefits as if working regular duty hours. Compensation for extra-duty assignments will be at the rate of time and one-half their regular base rate of pay, regardless of whether or not they have met the FLSA rules for the payment of overtime.

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

J. The City will compensate a BU member, at that member's standard rate x 1.5, when that employee is called in and works a shift not on the member's schedule. This rate of compensation is an exception to the contract provision and practice that overtime is not paid unless, depending on the BU member's status of seven (7) or fourteen (14) day work period, the total hours actually worked by the member are in excess of forty (40) or eighty (80) hours. This provision shall not apply in the cited instance with the exception of when the member has been compensated for sick time, not including that provided under the Family Medical Leave Act, during the same work period.

K. The City has the authority to establish shifts and to use any method in establishing a shift as well as change, increase, decrease, initiate, restrict and cancel a shift in order to meet the needs of the department and to provide superior service to the community. However, the Department shall make a reasonable effort to provide two (2) weeks prior written notice to the affected employees.

Article 22

ANNUAL LEAVE

22.1 Every regular full-time 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:

A. 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.

B. 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.

C. 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.

D. Article 13 of this contract and The City of Alachua Personnel Policies and Procedures Manual shall apply as appropriate.

22.3 An employee request that accrued annual time be cashed-in in lieu of leave taken, may be approved or rejected at the option and discretion of the City.

22.4 Accumulated annual leave not used during the calendar year in which it is eligible to be taken may be carried over or accumulated to the following calendar year. However, an employee cannot carry over more than two hundred forty (240) hours of annual leave beyond each calendar year ending December 31. It is the responsibility of the bargaining unit member to be aware of accrued and accruing annual leave and apply for (section 22.2) and maintain a balance that will not exceed a maximum accrual of 240 hours. Vacation and personal leave hours current totals for each member are published and listed on each employed pay notice ("stub") issued each pay period.

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

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

Article 23

SICK LEAVE

23.1 All regular full-time employees shall be granted 3.69 hours sick leave per bi-weekly pay period. These days are cumulative with no maximum. Any full-time regular employee who maintains a minimum of four hundred eighty (480) sick leave hours shall be granted twenty (20) hours of additional personal leave time. Any full time sworn officer working a twelve (12) hour workday schedule for the entire calendar year who maintains a minimum of four hundred eighty (480) sick leave hours shall be granted an additional four (4) hours of personal leave time for a total of twenty-four (24) hours. The four hundred eighty (480) hour balance must be maintained through the month of December to receive the additional personal leave credit which will be

awarded after January 1st of the following year.

23.2 Sick Leave Award

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

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

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

- A. Personal illness or physical incapacity of the employee.
- B. Critical illness in the immediate family.
- C. Enforced Legal quarantine due to exposure to contagious disease.
- D. Medical, dental or optical appointments which cannot be arranged during off-duty hours

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

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

Article 24 HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day

Veterans' Day
Thanksgiving Day
Friday After Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve; and

In the event the City awards additional holidays not listed in this Agreement, those additional holidays shall be granted to all bargaining unit members in addition to the holidays listed above.

24. 2 Employees shall receive a Personal leave day to be used anytime during the calendar year. The personal day will be granted during the first pay period in January of each year for current and new employees. Employees hired after the first pay period in January will not receive a personal day until the following January. Those employees working ten (10) hours a day will be granted a ten (10) hour personal day, those employees working twelve (12) hours a day will be granted a twelve (12) hour personal day and those employees working eight (8) hours a day will be granted an eight (8) hour personal day. Personal leave day not used during the calendar year in which it is eligible to be taken may not be carried over and accumulated to the following calendar year or may not be cashed-in in lieu of taking the time off.

24. 3 If a holiday falls on an employee's off duty day, pay at the regular rate of pay or a day added to vacation time at the City's option shall occur.

24. 4 An employee who works on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day ("Premium Holiday") shall receive regular pay and, in addition, shall receive time and one-half (1 1/2) regular rate for hours worked on the holiday. However, if an employee works overtime on any recognized holiday the employee shall receive time and one half (1 1/2) regular rate for all overtime hours worked on the holiday.

24. 5 An employee who works a recognized holiday, other than a "Premium Holiday" as defined in 24.4, shall receive regular pay and, in addition, one time the regular rate the hours worked on the non-premium holiday. However, if an employee works overtime on any recognized holiday the employee shall receive time and one half (1 1/2) regular rate for all overtime hours worked.

24. 6 If the holiday occurs while an employee is on vacation the holiday shall be taken and a vacation day not charged for the holiday.

24. 7 The holidays recognized for all employees are those listed above and not any other designated day.

24.8 Holiday Observance

1. Normal Workday Falls On A City Holiday And Member is Working:

Bargaining unit members whose normal workday falls on a recognized City paid holiday will be compensated for each hour worked as outlined in 24.4 and 24.5, above.

2. Normal Workday Falls On A City Holiday And Member is Observing The Holiday:

If a Holiday falls on a member's normal workday, and the member is off observing the holiday, the member will be paid the number of holiday hours equivalent to their normal work shift. In most instances, members falling under this scenario are under an administrative schedule.

Article 25 BEREAVEMENT LEAVE

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

25.2 Immediate family is defined as a spouse, domestic partner, child, parent, sibling, grandparent, grandchild and corresponding in-law or step relationships. If the employee was reared by someone other than those named, leave will be granted under the same terms and conditions.

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

Article 26 WAGES

26.1 Law Enforcement Progressive Pay Plan

A. Only sworn APD Police Officers to and including the rank of Sergeant are incorporated in The Progressive Pay Plan (Plan). Pursuant to this Collective Bargaining Agreement, and by its adoption and incorporation in the City Compensation Plan by the City of Alachua Commission on October 13, 2025, the identified sworn members shall be and are, effective October 1 2025, upon approval by the Alachua City Commission, cited in the Schedule of Compensation as reflected in Appendix B, attached to this Agreement.

B. All APD Officers hired after October 1, 2025, or later as described in Paragraph 26.1, shall be cited in the Schedule of Compensation at Level 1 and eligible to move to level 2

of the plan upon successful completion of the probation period of 12 months from date of hire or up to 18 months if probation is extended.

C. Each member shall advance to the next higher level of the Plan one year after reaching the currently held level if the member receives a “meets expectations” or greater on their annual evaluation.

1. Police Officer to Sergeant as set forth in Article 30.

D. The Pay Classification of Detective, Canine Officer and School Resource Officer are abolished. However, the following benefits are here continued and are amounts that, according to the United States Internal Revenue Code, are treated as ordinary income and subject to withholding requirements according to law:

E. Those assigned the care, custody, control and duties of working with a canine partner shall be paid as set forth in 26.1 plus be paid one additional hour per day for all days, on or off duty, as compensation for caring for the canine. The additional hour per day shall be compensated at the rate of \$16.00/hour and all other expenses shall continue to be paid by the city consistent with city then existing policy.

1. Members assigned to plain clothes duty (whether referred to as detectives, investigators, etc.) will be paid and classified as set forth in 26.1 but will also receive a clothing stipend of \$800.00/year, prorated and paid quarterly.

2. A Member serving as a School Resource Officer shall receive no benefit or stipend beyond wages and other benefits provided all uniform officers.

3. All sworn officer positions shall be classified as set forth in Article 26.1 and transfer between assignments shall be considered lateral and not, in and of itself, be a promotion, demotion, change of status or rank.

F. Field Training Officer

1. Each FTO, in addition to all other compensation and benefits provided for in this Collective Bargaining Agreement, will receive a lump sum payment of \$100.00 at the completion of each four-week phase of a new Officer's training. Payment is due only when the FTO as described actually serves as an FTO and not for just holding the certification. The payment will be included as ordinary compensation (income) in the pay period reported and subject to all normal deductions.

G. Promotional Increase Upon Promotion to Sergeant

1. Members shall receive an increase to base pay of the higher rank to which promoted or five percent of their then existing pay, whichever is greater. If a member receives a five percent (5%) pay increase and it places them between steps

on the Compensation Step Plan, then they shall be advanced to the next highest step. Example: An Officer is promoted to the rank of Sergeant and their pay places them between Steps 3 and 4 on the Sergeants Step Plan. The employee shall be advanced to Step 4 of the Sergeants Step Plan upon promotion.

H. Previous Experience Pay

1. Previous Experience – Previous experience is defined as any bargaining unit member hired who has previous experience as a sworn law enforcement officer. When a bargaining unit member has been hired with previous experience, the member shall be awarded one step for each two (2) years of previous experience. Credit for previous experience shall be capped at a maximum of five (5) steps or ten (10) years of previous experience.

26.2 Communication Operators

A. Communication Operators (COs) are not classified as sworn Police Officers and are not eligible for participation in the Law Enforcement Progressive Pay Plan set forth and adopted in Section 26.1 of this Collective Bargaining Agreement. Further, neither the City Classification and Compensation Plan nor this agreement are intended to and do not affect changes in established CO classification. The hourly rates for COs are as follows:

| | |
|--------------------------------|--------------------------|
| Communication Operator Trainee | \$18.72/hr. |
| Communication Operator I | \$20.60/hr. to 28.27/hr. |
| Communication Operator II | \$22.65/hr. to 30.68/hr. |

B. Time in continuous service as an APD Communications Operator Trainee, Communication Operator I and Communication Operator II, job requirements and other criteria shall include:

1. Communications Operator Trainee – Entry level position in Communications Division; work performed under direction of assigned Communications Operator trainer. Those in trainee status must demonstrate the knowledge, skills and abilities to perform the duties of a Communications Operator I prior to being released to solo status. Successful completion of FCIC/NCIC certification required within six (6) months of employment. Successful completion of Department of Health (DOH) certification required within (1) year of employment. Failure to successfully complete both FCIC/NCIC and DOH certifications within the time frames set forth is a failure by the employee to meet job qualifications and each failure is individually grounds for termination.
2. Communications Operator I – Communications Operator Trainee to Communications Operator I; successful completion of Communication Operator Trainee requirements, release to solo status, maintain and must possess FCIC/NCIC and DOH certification. Failure to successfully complete and maintain in good standing both FCIC/NCIC and DOH certifications is a failure by the employee to

meet job qualifications and each failure is individually grounds for termination.

3. Communications Operator II – Communications Operator I to Communications Operator II; at least two years of continuous services as an APD Communications Operator I meeting job description criteria and being recommended for promotion by the Chief of Police. Must possess and maintain in good standing FCIC/NCIC and DOH certification.

C. Promotion Increase

1. Members shall receive an increase to base pay of the higher rank to which promoted or five percent of their then existing pay, whichever is greater.

D. In Rank Pay Increases Based on Merit

1. Increases in pay within rank shall be based on merit, as reflected in the annual evaluation, as recommended by the Chief of Police, approved by the City Manager and funded in the annual City Budget.

E. Probation Upon Promotion

1. All promotions shall be subject to a one-year period of probation (which may be extended for an additional six months upon approval of the Chief of Police).
2. Failure to satisfactorily complete any period of probation may result in demotion/reduction in pay or termination as the facts and circumstances require.

26.3 Merit Increase

A. CO members of the bargaining unit shall continue to become eligible for annual Merit Pay increases, if any, based on their annual performance evaluation as rated by the supervisor. The percentage of any merit increase will be applied to the current hourly rate of pay. If an employee is at or near the maximum rate of pay for the position, the percentage, if any, of an annual merit increase that exceeds the maximum pay range will be paid as a lump sum in lieu of increasing the current hourly rate of pay beyond the set maximum rate. Merit increases shall be on the following schedule:

Below or Does Not Meet Expectations 0%
Meets Expectations 2%*
Exceeds Expectations 3%*
Exceptional 4%*

*Not Cumulative

B. Implementation. Annual evaluations, using the then current City of Alachua form, criteria and process, are scheduled for completion for all employees by October 1 of each

calendar year.

1. The Rating Schedule and corresponding Merit Increase are as set forth below:

| <u>Final Rating</u> | <u>Range</u> | <u>Merit Increase</u> |
|----------------------------|--------------|-----------------------|
| Exceptional | 4.51 - 5.00 | 4% |
| Exceeds Expectations | 4.00 – 4.50 | 3% |
| Meets Expectations | 3.00 – 3.99 | 2% |
| Needs Improvement | 2.00 – 2.99 | 0% |
| Does Not Meet Expectations | 1.00 – 1.99 | 0% |

2. Merit increases, if any, awarded any employee will be implemented and paid the first pay period beginning in January of 2026.

3. Merit increases, as with all increases in compensation, are subject to all required deductions.

26.4 Longevity pay will be awarded for FY 2025/2026 based on the criteria listed below:

A. Longevity amounts will be paid in lump sum (less withholdings, etc.) no later than November 23 of each calendar year and paid based on years of service calculated as of September 30th of each calendar year.

B. Eligibility requires a rating of “meets expectations” or above for the current year and the employee must be employed by the City on the date of payment.

C. Longevity pay will be determined by the schedule below:

| | |
|--|------------|
| 5 - 9 years of consecutive full-time employment | \$500.00 |
| 10 - 14 years of consecutive full-time employment | \$1,000.00 |
| 15 - 19 years of consecutive full-time employment | \$1,500.00 |
| 20 - 24 years of consecutive full-time employment | \$2,000.00 |
| 25 - 29 years of consecutive full-time employment | \$2,500.00 |
| 30 or more years of consecutive full-time employment | \$3,000.00 |

26.5 Future Wage Increase

The parties agree that future wage increases shall be negotiated each fiscal year as outlined in Article 35 of this Agreement.

26.6 Signing Incentive

The parties agree that the City, in its sole discretion, may offer a signing incentive to recruit new bargaining unit members. In the event that a signing incentive is offered by the City, accepted by

the bargaining unit member, the following provisions shall apply:

a. **Payments**

1. Fifty percent (50%) of the total signing incentive shall be made by the City on the bargaining unit member's first pay date after successful completion of the Field Training Program but be issued on a separate check utilizing the IRS Rules and Regulations regarding taxation.

2. The remaining fifty percent (50%) of the total signing incentive shall be made by the City on the bargaining unit member's first pay date but be issued on a separate check utilizing the IRS Rules and Regulations regarding taxation after the successful completion of their initial probationary period.

b. Since the distributions outlined in Section (a), above, occur after the bargaining unit member has completed the required service time, there shall be no repayment by the bargaining unit member to the City upon separation.

Article 27
SAVINGS CLAUSE

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

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 upon written notification by the COA or the PBA.

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 PBA and there will be no lockouts

by the City for the duration of this Agreement. The PBA 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.

Article 30

PROMOTION TO SERGEANT EXAMINATION PROCESS

30.1 Promotions to Sergeant in the Department shall be filled as established in this Article.

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

30.3 Officers, to be eligible to take the exam for Police Sergeant, shall have a minimum of three (3) years of continuous satisfactory full time service as a Police Officer with the City of Alachua or at least two years of continuous satisfactory certified sworn law enforcement service with another agency in the state of Florida the thirty-six (36) months preceding the date of hire by APD, satisfactorily completed the APD probation/training period and served one year continuously with APD after completion of probation/training.

30.4 The competitive process will consist of four (4) phases, a written multiple-choice exam, a practical exercise, role playing and an oral board. An employee will have to obtain a score of at least 70% on the written exam to continue to the next stage of the process. The written test will consist of one hundred (100) multiple choice questions and the score is valid for two (2) full years from the date of taking. However, if an officer elects to retake the written test when it is offered, only the more recent test score will be valid. The practice exercise will consist of presenting the officer with a simulated event and then requiring the officer to complete the required report(s) in order to evaluate the candidate’s perception, knowledge and report writing skills. The third phase involves the candidate in a role-playing exercise. The exercise is designed to evaluate the candidate’s knowledge, judgment, composure, interpersonal skills, leadership and decision making. The practice exercise and role-playing phase may be combined.

The final phase consists of an oral board made up of the three (Sergeants or lieutenants or any combination) from law enforcement agencies in the state. The City will assemble and select the board and bear any associated costs during the oral board. Candidates will be asked to respond to questions concerning situations a Sergeant with APD would be expected to encounter.

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

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

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

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

Article 31 DRUG POLICY

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

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

Article 32 NON-DISCRIMINATION

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

32.2 The City and the PBA shall apply the provisions of this Agreement equally to all employees

without discrimination, because of age, sex, race, creed, religion, national origin or disability except where the law allows consideration of such factors.

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

Article 33 SAFETY

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

33.2 The City or the Union may call a safety meeting at any convenient time to discuss safety concerns.

Article 34 CONTRACT FORMAT

The City of Alachua and the PBA Bargaining Unit have and continue to adopt the following format for Contract between the City of Alachua and Florida Police Benevolent Association as effective fiscal year 2025/2026 and thereafter:

Article # Title

- #.1. First Level
 - A. Second Level
 - 1. Third Level
 - a. Fourth Level
 - (1) Fifth Level
 - (a) Sixth Level
 - i. Seventh Level
 - a. Eighth Level
 - 1. Ninth Level
- #.2. ect...

Article 35

DURATION

35.1 Term

This Agreement shall become effective upon ratification upon both parties and shall remain in full force and effect through September 30, 2028. This Agreement shall remain in full force and be effective during the period of negotiation.

35.2 Re-Openers

The following shall be subject to renegotiation on an annual basis beginning on March 1 of each fiscal year: Wages (Article 26) and up to two (2) articles chosen by each Party.

35.3 Successor Contract

Negotiations for a successor Agreement shall begin no earlier than February 1 of the year preceding the expiration of this Agreement. In the event that the City and the PBA fail to ratify a successor Agreement prior to the expiration date of this Agreement, there will be no changes in wages or benefits until the Parties have ratified a new Agreement or until the statutory impasse procedures have been exhausted.

35.4 Notices

Notices hereunder shall be given by registered or certified mail, and if by the City shall be addressed to the Association at 300 East Brevard Street, Tallahassee, Florida 32301; and if by the Association shall be addressed to the City at P.O. Box 9, Alachua, FL 32616. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

35.5 Memorandum of Understandings

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

IN WITNESS HEREOF, the parties have signed this **AGREEMENT** to be effective this _____ day of _____, 2026.

This AGREEMENT was ratified by the Alachua City Commission and the Mayor authorized and directed to affix his signature this _____ day of _____, 2026.

Attest:

Walter Welch
Mayor

Date

Rodolfo Valladares
City Manager

Date

Scott Walker
City Attorney

Date

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

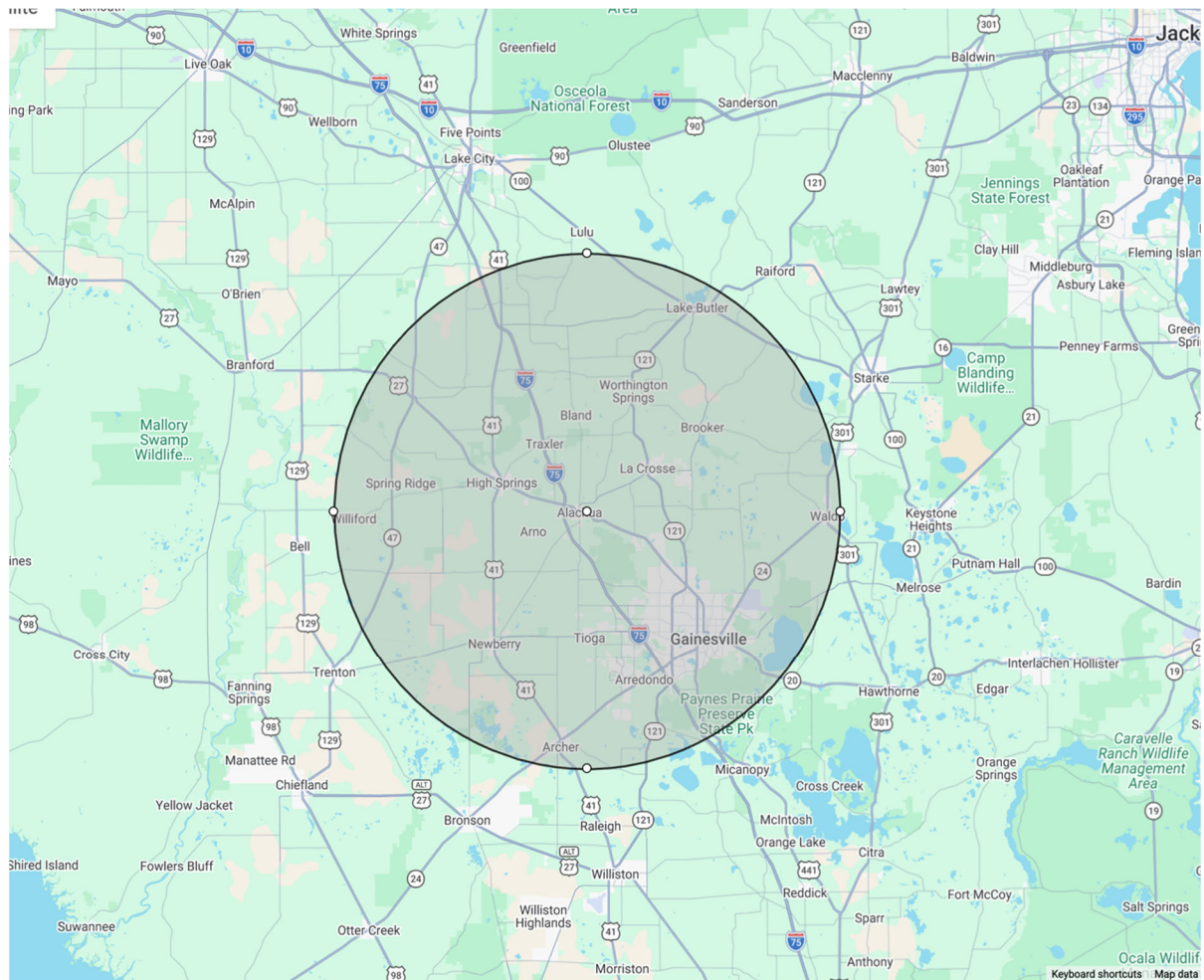
George J. Corwine
Chief Labor Negotiator
Florida Police Benevolent Association

Date

Scott P. Bonafide
President
North Central Florida
Police Benevolent Association

Date

Twenty (20) Mile Radius from 15000 NW 142nd Terr, Alachua, FL 32615



Appendix B Pay Plan

| Appendix B | | | | | | | | | | |
|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| City of Alachua Pay Step Plan (3% Increase Per Level) | | | | | | | | | | |
| Law Enforcement Step Pay Plan | | | | | | | | | | |
| Rank | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Officer | \$ 25.71 | \$ 26.48 | \$ 27.28 | \$ 28.09 | \$ 28.94 | \$ 29.80 | \$ 30.70 | \$ 31.62 | \$ 32.57 | \$ 33.55 |
| | \$53,475.00 | \$55,079.25 | \$56,731.63 | \$58,433.58 | \$60,186.58 | \$61,992.18 | \$63,851.95 | \$65,767.50 | \$67,740.53 | \$69,772.75 |
| Rank | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| Officer | \$ 34.55 | \$ 35.59 | \$ 36.66 | \$ 37.76 | \$ 38.89 | \$ 40.06 | \$ 41.26 | \$ 42.49 | \$ 43.77 | \$ 45.08 |
| | \$71,865.93 | \$74,021.91 | \$76,242.56 | \$78,529.84 | \$80,885.74 | \$83,312.31 | \$85,811.68 | \$88,386.03 | \$91,037.61 | \$93,768.74 |
| Rank | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Sergeant | \$ 31.48 | \$ 32.42 | \$ 33.40 | \$ 34.40 | \$ 35.43 | \$ 36.49 | \$ 37.59 | \$ 38.72 | \$ 39.88 | \$ 41.07 |
| | \$65,475.00 | \$67,439.25 | \$69,462.43 | \$71,546.30 | \$73,692.69 | \$75,903.47 | \$78,180.57 | \$80,525.99 | \$82,941.77 | \$85,430.02 |
| Rank | 11 | 12 | 13 | 14 | 15 | | | | | |
| Sergeant | \$ 42.31 | \$ 43.58 | \$ 44.88 | \$ 46.23 | \$ 47.62 | | | | | |
| | \$87,992.92 | \$90,632.71 | \$93,351.69 | \$96,152.24 | \$99,036.81 | | | | | |

Appendix C

FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. PAYROLL DEDUCTION AUTHORIZATION

I hereby assign to the Florida Police Benevolent Association, Inc. from any wages earned or to be earned by me as your employer, my periodic dues in such amounts as are now or hereafter established by the Florida Police Benevolent Association. I authorize and direct you to deduct and withhold such amounts from my salary and to remit the same to said Association. I hereby waive all rights and claims to said monies deducted and transmitted in accordance with this assignment with this assignment and authorization shall be revocable at any time upon thirty (30) days written notification to my employer and the Association.

Department Name (please print)

Bargaining Unit (if applicable)

Name (please print)

SSN

Signature

Date

APPENDIX D
CITY OF ALACHUA
FL PBA GRIEVANCE FORM

STEP – 1 2 3
(Circle appropriate step)

Employee's Name _____

Rank _____

Unit _____

Division _____

DESCRIPTION OF GRIEVANCE: (If space is insufficient to write complete information, attach a separate sheet)

INCIDENT DATE: _____

SECTION OF AGREEMENT WHICH HAS ALLEGEDLY BEEN VIOLATED:

RELIEF REQUESTED:

IF REPRESENTATIVE DESIRED:

Name of My Representative: _____

Telephone: _____

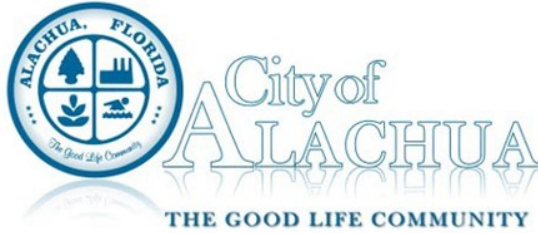
FOR GROUP GRIEVANCES ONLY - I have been designated by the following named employees to act as spokesperson and be responsible for processing the above grievance in their behalf:

SIGNED _____

Date Submitted. _____ on behalf of _____

SUBMITTED TO: _____

Title _____



Commission Agenda Item

MEETING DATE: May 4, 2026

SUBJECT: Approval of the April 20, 2026, Joint City Commission/Board of Canvassers Meeting Minutes

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the April 20, 2026, Joint City Commission/Board of Canvassers Meeting Minutes

Summary

Approval of the April 20, 2026, Joint City Commission/Board of Canvassers Meeting Minutes

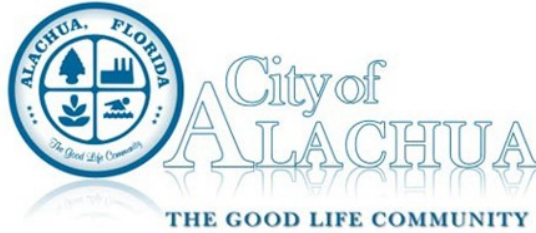
FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. 26.04.20.M.JCCBOC



Joint City Commission and Board of Canvassers Meeting Minutes
April 20, 2026 at 5:50 PM

Mayor Walter Welch
Vice Mayor Shirley Green Brown
Commissioner Jacob Fletcher
Commissioner Jennifer Ringersen
Commissioner Dayna Williams

City Manager Rodolfo Valladares
City Attorney Scott Walker

Meeting Location: James A. Lewis City Commission Chambers
15100 NW 142 Terrace
Alachua, FL 32615

City Commission and Board of Canvassers Meeting

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Mayor, through the City Clerk's office, no later than 5:00 P.M. on the day prior to the meeting.

CALL TO ORDER

Walter Welch, Mayor

APPROVAL OF THE AGENDA

Member Rodolfo Valladares moved to approve the agenda; seconded by Member Lynn Hayes.

Passed by unanimous consent.

I. AGENDA ITEMS

A) APPROVAL OF THE APRIL 8, 2026, BOARD OF CANVASSERS MEETING

MINUTES.

Member Valladares moved to approve the April 8, 2026, Board of Canvassers Meeting Minutes; seconded by Member Hayes.

Passed by unanimous consent.

B) APPROVAL OF THE APRIL 14, 2026, BOARD OF CANVASSERS MEETING MINUTES.

Member Valladares moved to approve the April 14, 2026, Board of Canvassers Meeting Minutes; seconded by Member Hayes.

Passed by unanimous consent.

C) APPROVAL OF THE APRIL 15, 2026, BOARD OF CANVASSERS MEETING MINUTES

Member Valladares moved to approve the April 15, 2026, Board of Canvassers Meeting Minutes; seconded by Member Hayes.

Passed by unanimous consent.

ADJOURN

Member Valladares moved to adjourn the meeting; seconded by Member Hayes.

Passed by unanimous consent.

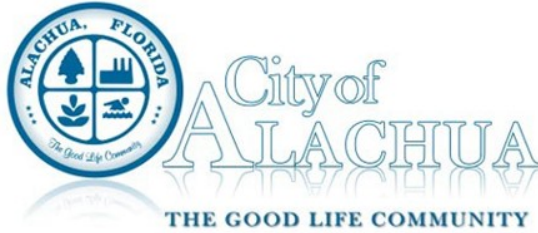
Meeting adjourned at 5:55 p.m.

ATTEST:

**CITY COMMISSION OF THE CITY OF
ALACHUA, FLORIDA:**

Rodolfo Valladares, City Manager/Clerk

Walter Welch, Mayor



Commission Agenda Item

MEETING DATE: May 4, 2026

SUBJECT: Approval of the April 20, 2026, City Commission Meeting Minutes

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the April 20, 2026, City Commission Meeting Minutes

Summary

Approval of the April 20, 2026, City Commission Meeting Minutes

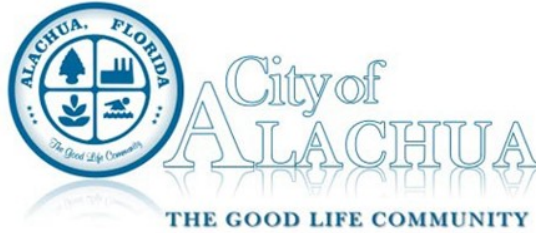
FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. 26.04.20.M.CCM



Regular City Commission Meeting Minutes
April 20, 2026 at 6:00 PM

Mayor Walter Welch
Vice Mayor Shirley Green Brown
Commissioner Jacob Fletcher
Commissioner Jennifer Ringersen
Commissioner Dayna Williams

City Manager Rodolfo Valladares
City Attorney Scott Walker

Meeting Location: James A. Lewis City Commission Chambers
15100 NW 142 Terrace
Alachua, FL 32615

CITIZENS PRESENT: Madalene Rhyand, Jack Zuidema, Charles Jackson, Sioban Hanes, Lee Hanes, Virginia Green, Tom Hubbard, Teretha Carter, Phyllis Stickland, Soorya Lindberg, Shelley Vickers, Kelly Harris, Angela Basham, James Curington, John Havlik, Gloria Gould, Owen Kitchens, Vickie Bashor, Kat Newell, Robin Youmas, Linda Dixon, Jenn Garrett, Fred Hicton, Donna Goritz, Virginia Johns.

STAFF ATTENDING: Wesley Barrett, Jeanene Carrillo, Michael Carrillo, Kenyata Curtis, Lynn Hayes, Lisa Freeman, Jack Hansen, Janet Knapp, Brent Lanier, Tony Love, Tara Malone, Damon Messina, Jesse Sandusky, Donna Smith, Parker Stevens, Bryan Thomas, LeAnne Williams, Tyler Williams, Cap Wilson, David Wisener

City Commission Meeting

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Mayor, through the City Clerk's office, no later than 5:00 P.M. on the day prior to the meeting.

CALL TO ORDER

Walter Welch, Mayor

INVOCATION

Naron Jenkins, Pastor, Mt. Olive Missionary Baptist Church

PLEDGE TO THE FLAG

Walter Welch, Mayor

APPROVAL OF THE AGENDA

Commissioner Jennifer Ringersen moved to approve the agenda; seconded by Commissioner Dayna Williams.

Citizens Commented:
Tamara Robbins

Passed by unanimous consent.

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

I. SPECIAL PRESENTATIONS

A) PRESENTATION OF THE 2026 CITY COMMISSION ELECTION CERTIFICATION

LeAnne Williams, Deputy City Clerk, Presentation of the 2026 City Commission Election Certification – filed.

B) ADMINISTRATION OF THE OATH OF OFFICE FOR CITY COMMISSION SEAT 3

Rodolfo Valladares, City Manager, Administration of the Oath of Office for City Commission Seat 3 – submitted.

C) ELECTION OF THE VICE MAYOR

Rodolfo Valladares, City Manager, Election of the Vice Mayor – submitted.

Vice Mayor Shirley Green Brown nominated Jennifer Ringersen.
Commissioner Jackson Youmas nominated Jacob Fletcher.

City Manager Valladares took a vote on the nomination of Jennifer Ringersen.

Jacob Fletcher — No
Jennifer Ringersen — Yes
Jackson Youmas — No
Shirley Green Brown — Yes
Walter Welch — Yes

Commissioner Ringersen was elected to be Vice Mayor.

**D) CHILDREN'S HOME SOCIETY OF FLORIDA - SOCIAL SERVICES
NAVIGATOR PROGRAM**

Tiffany Martin, Executive Director, presented Children's Home Society of Florida —
Services Navigator Program – filed.

**E) FISCAL ANALYSIS REPORT FOR FY 2025-2026 THROUGH MARCH 31,
2026**

Tyler Williams, Accounting Manager, Fiscal Analysis Report FY 2025-2026 through
March 31, 2026 – filed.

**Commissioner Fletcher moved to accept the Fiscal Analysis Report FY 2025-2026
through March 31, 2026; seconded by Commissioner Youmas.**

Citizens Commented:
Tamara Robbins
Madalen Rhyand

Passed 5-0, by roll call.

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who is unable to speak at this time will have
an opportunity to speak at the end of the meeting)

Jim Curington
Charley Jackson
Soorya Lindberg
Robin Youmas
Rudy Rothseiden
Mandy Bucci
Tamara Robbins

**III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY
ANNOUNCEMENTS**

IV. PUBLIC HEARINGS AND ORDINANCES

(Presentations, other than the applicant, please limit to 3 Minutes)

V. AGENDA ITEMS

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

VIII. COMMISSION COMMENTS/DISCUSSION

ADJOURN

Commissioner Ringersen moved to adjourn; seconded by Commissioner Fletcher.

Passed by unanimous consent.

The meeting adjourned at 7:42 p.m.

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| CONSENT AGENDA |
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Consent Agenda items represent routine City operations and business. These items are approved at the beginning of the Regular City Commission meeting upon approval of the meeting agenda.

A) APPROVAL OF THE APRIL 6, 2026, CITY COMMISSION MEETING MINUTES

ATTEST:

**CITY COMMISSION OF THE CITY OF
ALACHUA, FLORIDA:**

Rodolfo Valladares, City Manager/Clerk

Walter Welch, Mayor