



Revised  
University of Central Florida  
Board of Trustees  
Teleconference  
September 5, 2014  
11:15 a.m.

President's Boardroom Millican Hall #308  
800-442-5794, passcode, 463796

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|----|--|---|
| 1. | Welcome and call to order                  | Olga Calvet, Chair  |
| 2. | Roll call                                  | Rick Schell, Associate Corporate Secretary  |
| 3. | Public comment                             | Rick Schell, Associate Corporate Secretary  |
| 4. | Compensation and Labor<br>Ad Hoc Committee | John Sprouls, Chair   |
|    | <b>CL-1</b>                                | Ratification Article 3: UFF Privileges and Article 23: Salaries of Collective Bargaining Agreement with the United Faculty of Florida (Sprouls)   |
|    | <b>CL-2</b>                                | Ratification Article 13: Workday, Work Period, and Overtime and Article 20: Promotions of the Collective Bargaining Agreement with the Central Florida Police Benevolent Association (Sprouls)                      |
|    | <b>CL-3</b>                                | Ratification Memorandum of Understanding for Salary Increases and Merit Pay Adjustments between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association (Sprouls) |
|    | <b>CL-4</b>                                | Ratification Article 7: Wages and Article 13: Change in Assignment of the Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees (Sprouls)                          |
| 5. | New business                               | Chair Calvet  |

6. Announcements and adjournment      Chair Calvet

Upcoming meetings:

Board of Trustees meeting      September 25, 2014  
(*Fairwinds* Alumni Center)

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Article 3: UFF Privileges and Article 23: Salaries of the Collective Bargaining Agreement with the United Faculty of Florida

**DATE:** September 5, 2014

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**PROPOSED BOARD ACTION**

Ratification of the reopened articles of the Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the United Faculty of Florida.

**BACKGROUND INFORMATION**

A three-year Collective Bargaining Agreement was negotiated between the University of Central Florida Board of Trustees and United Faculty of Florida for the period 2012-15. Pursuant to Article 30: Amendment and Duration of that agreement, in July 2014 the parties began renegotiations for the agreement term September 1, 2014, through August 31, 2015. In those negotiations, the parties were able to reach agreement. The reopened articles, Article 3: UFF Privileges and Article 23: Salaries were ratified by the unit members on August 25, 2014. The Collective Bargaining Committee appointed to represent the University of Central Florida Board of Trustees recommends the approval of Article 3: UFF Privileges and Article 23: Salaries.

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**Supporting documentation:** Article 3: UFF Privileges and Article 23: Salaries

**Prepared by:** Marvin Pyles, Associate Vice President and Chief Human Resources Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee

**ARTICLE 3 [2014-2015]*****UFF PRIVILEGES***

**3.1 Use of Facilities and Services.** Subject to the rules and policies of the University, the UFF shall have the right to use University facilities for meetings and to use all other services of the University on the same basis as they are generally available to University-related groups and organizations. For purposes of this Agreement, University-related Groups and Organizations are groups that are directly related to University operations or the University community and that may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, and direct support organizations.

**3.2 Communications.**

(a) UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards but on at least one bulletin board per building where a substantial number of employees have offices. Specific locations shall be mutually selected by the University and the local UFF Chapter in the course of consultation pursuant to Article 2, Consultation. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the University after having been posted for a period of thirty (30) days. In addition, such bulletin boards may not be used for election campaigns for public office or exclusive collective bargaining representation.

(b) The University will place a link to the UFF web site in an appropriate place on the University web site, as determined by the University.

**3.3 Leave of Absence -- Union Activity.**

(a) At the written request of the UFF, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time unpaid leave of absence for the academic year shall be granted to up to two (2) employees designated by the UFF for the purpose of carrying out UFF's obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to one (1) employee for the entire summer term, upon written request by the UFF provided no later than March 15 of the preceding academic year. Upon the failure of the UFF to provide the University with a list of designees by the specified deadlines, the University may refuse to honor any of the requests which were submitted late.

(b) No more than two (2) employees from any college/unit, nor more than one employee per fifteen (15) employees per department/unit, need be granted such leave at any one time.

(c) The UFF shall reimburse the University for the employee's salary, fringe benefits, and retirement.

(d) Employees on full-time leave under this paragraph shall be eligible to receive salary increases in accordance with the provisions of Article 17. Employees on less than full-time leave under this paragraph shall be eligible to receive salary increases on the same basis as other employees.

(e) An employee who has been granted leave under this Article for two (2) consecutive academic years shall not again be eligible for such leave until two (2) consecutive academic years have elapsed following the end of the leave. One (1) employee, designated by the UFF, shall be exempt from the provisions of this subsection. Other exceptions may be granted at the discretion of the University upon prior written request by the UFF.

(f) The University shall not be liable for the acts or omissions of said employees during the leave and the UFF shall hold the University harmless for any such acts or omissions, including the cost of defending against such claims.

(g) An employee on such leave shall not be evaluated for this activity nor shall such activity be considered by the University in making personnel decisions.

**3.4 Released Time.**

(a) The University agrees to provide released time each calendar year to full-time employees designated by the UFF for the purpose of carrying out the UFF's obligations in collective bargaining negotiations, representing employees and administering this Agreement. The Parties will take coordinated action to facilitate an adequate and mutually convenient bargaining schedule. A maximum of ~~three~~four~~five~~ units of released time shall be granted for ~~summerspring~~ spring 20145, ~~and four~~ units~~four~~~~five~~ units of released time for ~~fall~~summer 20145, ~~five units of released time for~~ spring-fall 2015, ~~and five units of~~

released time for ~~fall~~spring 2015~~6~~. The UFF may designate employees to receive released time during the year subject to the following conditions:

- (1) A maximum of three (3) released time units per semester shall be granted to employees in any one (1) college.
- (2) The UFF shall provide the University with a list of designees for the academic year no later than May 1 of the preceding academic year. Substitutions for the spring semester shall be made upon written notification submitted by the UFF to the University no later than November 1.
- (3) Released time shall not become part of the status quo.
  - (b) Each "unit" of released time shall consist of a reduction in teaching load of one (1) course per fall or spring semester for instructional employees or, for non-teaching employees, a reduction in workload of ten (10) hours per week, which shall include a 25% reduction in assigned duties. One unit of released time may be used during the summer term at a rate of 12.5% of the employee's nine-month salary and shall be considered the equivalent of one summer term course's FTE for instructional employees. For non-teaching twelve-month employees, one unit of summer released time shall include a reduction in workload of ten (10) hours per week, which shall include a 25% reduction in assigned duties.
  - (c) Released time shall be used for conducting UFF business, at the University or state level, and shall not be used for lobbying or other political representation.
  - (d) Employees who are on leave of any kind shall not be eligible to receive released time.
  - (e) Upon the failure of the UFF to provide a list of designees by the specified deadlines, the University may refuse to honor any of the released time requests which were submitted late. Substitutions submitted after the November 1 deadline shall be allowed at the discretion of the University.
  - (f) An employee who has been granted released time for either or both semesters during four (4) consecutive academic years shall not again be eligible for released time until two (2) academic years have elapsed following the end of the fourth academic year in which such released time was granted.

As an exception to this limitation, three (3) employees designated by the UFF shall be eligible for released time for responsibilities at the UFF state level for one (1) additional year. These employees shall not again be eligible for released time until two (2) academic years have elapsed following the end of the fifth academic year of released time. These employees shall be identified by the UFF no later than May 1 of the preceding academic year; substitutions may be approved by the University at its discretion.
  - (g) Employees on released time shall be eligible for salary increases on the same basis as other employees. Their released time activities shall not be evaluated and the University shall not use such activity against the employee in making personnel decisions.
  - (h) Employees on released time shall retain all rights and responsibilities as employees but shall not be considered representatives of the University for any activities undertaken on behalf of the UFF. The UFF agrees to hold the University harmless for any claims arising from such activities, including the cost of defending against such claims.

**ARTICLE 23 [2014-2015]****SALARIES**

**23.1 Policy.** The parties of this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education programs and quality scholarship that is recognized nationally and internationally. To that end, the parties are committed to working toward the common goals of the University of Central Florida. This policy statement is not subject to Article 20, Grievance Procedure.

**23.2 Promotion Increases.**

(a) Promotion salary increases shall be granted in an amount equal to 9.0% of the employee's previous year's base salary rate in recognition of promotion to one of the ranks described below:

- (1) To Assistant in \_\_\_\_\_, and Assistant University Librarian;
- (2) To Associate Professor, Associate Instructor, Associate Lecturer, Associate Scholar/Scientist/Engineer, Associate in \_\_\_\_\_, and Associate University Librarian;
- (3) To Professor, Senior Instructor, Senior Lecturer, Scholar/Scientist/Engineer, and University Librarian.

(b) Promotion salary increases shall be effective on August 8 for promotion approved during that year.

**23.3 Legislatively Mandated Increases.**

(a) ~~In accordance with state law, effective October 1, 2013, the University shall provide a \$1,400 increase in base salary to all eligible employees whose September 30, 2013 base salary was \$40,000 or less. Effective October 1, 2013, the University shall provide a \$1,000 increase in base salary to all eligible employees whose September 30, 2013 base salary was more than \$40,000. However, in no instance shall an employee's base rate of pay be increased to an annual amount less than \$41,400.~~

~~(b) As provided for in the Governmental Appropriations Act of 2013 the top 35% of employees in each department shall be provided a \$600 bonus payment. The plan will be administered beginning with the lowest paid employees in each department who have achieved an Outstanding overall evaluation (or if there is an insufficient number of employees with an Outstanding evaluation, then Above Satisfactory), on their most recent annual evaluation. Any such increases would be implemented as soon as practicable.~~

**23.4 Other Increases.**

(a) **Across-the Board Salary Increases.** Effective ~~January 17,~~ August 8, 2014, each eligible employee shall receive a ~~two~~three percent (~~32~~3%) increase to the employee's base salary. An employee shall be eligible if the employee's most recent annual evaluation, if provided, was Satisfactory or above; the employee was in an employment relationship with the University prior to ~~July 1, 2013~~May 7, 2014; and the employee remains in an employment relationship at the date of implementation. Employees employed in 2012~~3~~ and not evaluated shall be provided with an evaluation for that period and shall be eligible for the increase.

(b) Merit Salary Increases. Effective August 8, 2014 for the 2014-2015 year, the University shall provide merit salary increases to each department/unit equal to two percent (2%) of the total base salary of employees in the department/unit as of May 7, 2014. All employees who are not members of a department/unit shall be grouped together and treated as a department/unit for the purpose of calculating and providing merit salary increases. Merit salary increases shall be provided to eligible employees in each department/unit according to the following criteria and procedures.

(1) Eligibility. Departments with approved standards may participate in merit increase programs. For the 2014-2015 year, and employee is eligible under this Section if he or she received an Above Satisfactory or Outstanding on his or her most recent annual evaluation and is still employed at the University on the date of BOT ratification.

(2) Distribution. The merit salary increases for eligible employees shall be calculated as a percentage of their base salary. Such increases shall be distributed proportionately to those employees whose most recent annual evaluations are Above Satisfactory or Outstanding in a ratio of 1.0 for Above Satisfactory and 1.7 for Outstanding.

**23.5 Incentive Award Programs.** Incentive Award Programs shall be implemented as set forth in Paragraphs (a) through (c) below, to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida. The president shall give the final approval for awards to the successful faculty. Regardless of the contract length (9 months through 12 months), award recipients shall receive a \$5,000 increase to their base salary retroactive to the start of the employment agreement for the academic year in which the award was given. These awards shall be made according to existing criteria and procedures.

(a) UCF-Teaching Incentive Program. The UCF-Teaching Incentive Program ("UCF-TIP") rewards teaching productivity and excellence. Each academic year the University shall award up to forty (40) new UCF-TIP awards (additional

awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards.

(b) UCF-Research Incentive Award program. The UCF-Research Incentive Award (“UCF-RIA”) program recognizes outstanding research, scholarly, or creative activity that advances the body of knowledge in a particular field. Each academic year the University shall award up to twenty (20) new UCF-RIA awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards.

(c) Scholarship of Teaching and Learning Program. The Scholarship of Teaching and Learning (SoTL) program recognizes success in research related to the scholarship of teaching and learning. Each academic year the University shall award up to ten (10) new SoTL awards in addition to recycled awards.

**23.6 Excellence Awards.** The University shall implement the merit-based bonuses set forth below to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida.

(a) Trustee Chair Professorship. The UCF Trustee Chair Professorship is a multi-year appointment awarded to faculty with an extraordinary record of accomplishment in the three primary areas of academic endeavor: teaching, research and service. The objective of this appointment is to recognize and celebrate outstanding performance with a title and resources commensurate with accomplishment.

(1) Award recipients shall receive an annual stipend of \$50,000 funded by the University. Up to \$25,000 can be used as a salary supplement. These chairs have a five-year renewable appointment.

(2) Each academic year, the University shall award up to eight (8) Trustee Chair Professorships.

(3) These awards shall be made according to existing criteria and procedures.

(b) Pegasus Professor. The Pegasus Professor award recognizes excellence in the three primary areas of academic endeavor: teaching, research and service.

(1) Award recipients shall receive a one-time payment of \$5,000 from Foundation funds as well as a Pegasus statue.

(2) Each academic year, the University may award Pegasus Professor awards.

(3) These awards shall be made according to existing criteria and procedures.

(c) Excellence Awards

(1) Award recipients shall receive a one-time payment of \$2,000.

(2) Each academic year, the University shall award Excellence in Undergraduate Teaching awards, one (1) University Award for Excellence in Undergraduate Teaching, Excellence in Graduate Teaching awards, one (1) University Award for Excellence in Graduate Teaching, two (2) University Awards for Excellence in Faculty Academic Advising, one (1) University Award for Excellence in Professional Academic Advising, Excellence in Research awards, one (1) University Distinguished Research award, two (2) University Awards for Excellence in Professional Service, and one (1) Excellence in Librarianship award.

(3) These awards shall be made according to existing criteria and procedures.

**23.7 Salary Increases for Employees Funded by Contracts and Grants.**

(a) Employees on contracts or grants shall receive salary increases equivalent to similar employees on Education and General funding, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the president or president’s representative shall seek to have the contract or grant modified to permit or fund such increases.

(b) Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement if such increases are provided by the granting agency.

**23.8 Administrative Discretion Increases.** ~~On May 8, 2014, through December 23, 2014,~~ On December 24, 2014, through May 7, 2016, the University may provide Administrative Discretion Increases up to ~~three-quarters-of-one~~ and one-half percent (~~0.75~~1.5%) of the total salary rate of education and general (E&G) employees who were in an employment relationship with the University on the ~~67~~67th of May, 20143. Any Administrative Discretion Increase provided to contract and grant (C&G) employees, any court-ordered or court-approved salary increase, any prevailing wage adjustment for the purpose of qualifying for immigration status, or any salary increase to settle a legitimate, broad-based employment dispute shall not be subject to the terms and limitations of this Section.

(a) The University may provide Administrative Discretion Increases for verified written offers of employment, special achievements, compression and inversion, equity and market equity considerations, and similar special situations, to employees in the bargaining unit.

(b) UFF Notification. At least 14 days prior to the effective date of any such increase, the University shall provide to the UFF a written notification of the increase which states the name of the employee, the rank and discipline of the employee, the amount of the increase, and the reason for the increase.

(c) The University's ability to provide Administrative Discretion Increases shall expire May 7, 2016~~on December 23, 2014~~, and shall not become part of the status quo.

**23.9 Report to Employees.** All employees shall receive notice of their salary increases prior to implementation.

**23.10 Type of Payment for Assigned Duties.**

(a) Duties and responsibilities assigned by the University to an employee that do not exceed the available established FTE for the position shall be compensated through the payment of salary, not Other Personal Services (OPS) wages.

(b) Duties and responsibilities assigned by the University to an employee that are in addition to the available established FTE for the position shall be compensated through OPS wages, not salary.

**23.11 Twelve-Month Payment Option.** The parties agree that a twelve-month payment option for 9-month employees shall be offered. The plan shall allow for employees to select a fixed savings amount to be deducted from each of the nineteen (19) full bi-weekly paychecks received during the Fall and Spring semesters with a change in that amount to account for those paychecks from which double premiums are deducted. The total savings shall be returned to the employee in equal amounts for the five (5) full bi-weekly paychecks received during the Summer semester. The University shall provide an online calculator and assistance as reasonable, taking into account time and resources, to assist the employee in determining a savings amount and fixed reduction amount that will allow the employee's net paychecks to remain approximately level across the 24 pay periods. Pay received for supplemental summer assignments shall be unaffected by this plan. This pay plan is subject to tax limitations.

**23.12 Administrative Salary Stipends.** A temporary salary increase which is provided to an employee as compensation for performing a specific, titled administrative function shall be permitted under this agreement as an Administrative Salary Stipend. At least 14 days prior to the effective date of any Administrative Salary Stipend, the University shall provide UFF a written notification of the stipend which states the name of the employee, the rank and discipline of the employee, the amount of the stipend, and the reason for the stipend. If all or part of the stipend is later added to the employee's base salary, the amount so converted shall be treated as an Administrative Discretion Increase during the year in which the conversion takes place and shall be subject to Section 23.8.

**23.13 Salary Rate Calculation and Payment.** The biweekly salary rate of employees serving on twelve (12) month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by 26.1 pay periods.



**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Article 13: Workday, Work Period, and Overtime and Article 20: Promotions of the Collective Bargaining Agreement with the Central Florida Police Benevolent Association

**DATE:** September 5, 2014

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**PROPOSED BOARD ACTION**

Ratification of the reopened articles of the Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association.

**BACKGROUND INFORMATION**

A three-year Collective Bargaining Agreement was negotiated between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association for the period 2012-15. Pursuant to that agreement, the parties reopened negotiations in 2014 for the 2014-15 contract year. In those negotiations, the parties were able to reach agreement. The reopened articles, Article 13: Workday, Work Period, and Overtime and Article 20: Promotions were ratified by unit employees on August 25, 2014. The Collective Bargaining Committee appointed to represent the University of Central Florida Board of Trustees recommends the approval of Article 13: Workday, Work Period, and Overtime and Article 20: Promotions.

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**Supporting documentation:** Article 13: Workday, Work Period, and Overtime and Article 20: Promotions.

**Prepared by:** Marvin Pyles, Associate Vice President and Chief Human Resources Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee

## Article 13

### WORKDAY, WORK PERIOD, AND OVERTIME

#### Section 1. Work Period

A. The parties agree to utilize a fourteen (14) consecutive day work period for all bargaining unit employees.

B. The parties agree to operate under 29 U.S.C. §207(k) of the Fair Labor Standards Act in order to establish employees' overtime compensation. When an employee works more than eighty (80) hours in a fourteen (14) consecutive day work period, the employee shall receive overtime compensation. Overtime compensation shall be by cash payment, unless the Chief specifically authorizes (in writing) such overtime compensation by payment of compensatory time.

C. Overtime shall be scheduled in accordance with Departmental Policies and Procedures and administered in accordance with the provisions of this Article. Employees shall be required to work overtime when ordered.

D. Under no circumstances shall sick leave, vacation leave, or any other time not actually worked count as "time worked" or "hours worked" for purposes of calculating entitlement to overtime compensation.

E. This paragraph relates to an employee's ongoing, regular workweek, work hours, or days off. An employee will be given fourteen (14) days' notice of a change in the employee's workweek, work hours, or days off, except in an emergency or to meet unforeseen law enforcement needs. Special duty and overtime assignments do not change an employee's regular workweek, work hours, or days off and therefore are not covered by this paragraph.

F. An employee who rotates to a different shift (based on a Department-wide shift rotation or a change in an individual's shift) shall receive a minimum of twelve (12) hours off between the end of the current shift assignment and the beginning of the new shift assignment, except in an emergency or where staffing does not permit.

G. The Department will not mandate overtime for special events at the Arena or Stadium, UNLESS the Department gives the unit member at least seven (7) days notice of the special event assignment or there is an unforeseen law enforcement need. An employee who has volunteered for a special event and then must call in sick, shall normally contact the Department at least four hours in advance of the special event report time, utilizing standard procedures. If an employee who is scheduled to work a special event, calls in sick prior to the event utilizing standard procedures, the Department shall be responsible to find a replacement, if any.

#### Section 2. Workday

A. For the purpose of this Agreement, workday shall mean the time during which an employee is on scheduled duty. A regular workday shall be twelve (12) hours for officers assigned to Patrol, (or ten [10] hours as approved by the Chief when requested by an employee in writing) and eight (8) hours or ten (10) for all other bargaining unit employees. It is understood that officers assigned to Patrol will work six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in a work period, except where 10-hour shifts are approved by the Chief.

B. Subject to work requirements, each employee shall be entitled to a paid meal period of thirty (30) minutes during his regular workday. Subject to work requirements, employees shall be allowed a fifteen (15) minute rest period during the first half of the workday and a fifteen (15) minute rest period during the second half of the work day.

### Section 3. Compensatory Time

A. An employee may accumulate up to 120 hours of compensatory time.

B. An employee may elect to sell back up to four forty (40) hour increments of special compensatory time, overtime compensatory time or vacation time annually if the Chief (Director) agrees to such "sell back." (The time of any such "sell back" must be approved by the Chief.) Each forty (40) hour increment must be from only one type of balance (special compensatory time, overtime compensatory time or vacation). This section defines the annual time period as the calendar year and the controlling factor shall be the date of payment.

### Section 4. Compensation for Special Duty

A. When an employee works an event for which the department is reimbursed at a premium rate of pay, and such event is outside the employee's regularly scheduled work period, and a holiday(s) occurs or the employee uses sick leave, annual leave, or administrative leave in that work period, such employee will receive premium (time and one-half) pay for hours worked at that event.

B. An employee reporting to a special duty event shall be guaranteed two (2) hours of pay if an event is canceled or concluded prior to the end of the two hour period covered by the guaranteed pay provision. An employee's failure to adhere to the Department's procedures for determining the status of the event prior to reporting to such duty will cause the employee to lose eligibility for the guaranteed two (2) hours. If, after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed two (2) hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed two (2) hour period. This two (2) hour guarantee applies to each continuous period of special duty, even if occurring during the same event. (For purposes of example only, this means that if an employee reports for special duty for a period of time and then is asked to report back three hours later for additional special duty, the employee will receive the two (2) hour guarantee for both periods of special duty for a total of four (4) hours or the actual hours worked, whichever is greater.)

### Section 5. Shift Selection (Bids)

- A. Shift selection shall be conducted twice a year. The employees shall select posted shifts and slots by seniority; except that up to one employee on each patrol shift may be assigned by the Department without regard to seniority. The Department will honor selections unless it is unable to fill a designated slot with a qualified employee or in order to staff the positions on each patrol shift without regard to seniority. In such case where there is not a qualified person who bid to fill a slot, the Department shall have the right to fill the vacant slot(s) with the most qualified employee. Agency Seniority, as used in this section, is defined as the time accruing to bargaining unit employees through continuous sworn full-time service while employed by the University. In the event that two or more personnel have the same Rank Seniority which is the same date of promotion to the rank, the employee with the most Rank Seniority held in the next lower rank shall have preference. Agency Seniority shall have preference if all Rank Seniority is equal. Agency Seniority shall start from the day an employee is hired to perform law enforcement services (sworn hire date) and shall not accrue while an employee is attending a law enforcement academy in order to be State certified as a Law Enforcement Officer.
- B. With respect to employees assigned without regard to seniority in accordance with Section 5A above, no employee shall be so assigned more than once every three years.
- C. With respect to employees assigned without regard to seniority in accordance with Section 5A above, any such assignment shall be for the duration of the posted shift cycle.

With respect to employees assigned without regard to seniority in accordance with Section 5A above, employees shall be given a written reason(s) as to the assignment.

Section 6.     Shift Differential

- A. A payment of shift differential for unit members who work patrol shifts other than the regular day shift will be set to meet the needs of the university.
- B. Patrol unit members will be paid a shift differential salary additive for the entire shift when regularly assigned to work an evening or night shift of \$.50 per hour where the majority of hours fall between 6:00 p.m. and 6:00 a.m.
- C. The shift differential additive is included in the calculation of the employee's regular rate of pay for purposes of computing overtime pay.
- D. Employees who select a shift or are assigned a shift according to the semi-annual shift selection process are eligible to receive a shift differential additive. Exceptions to this section may be approved by the chief for new hires and if an assignment is made between shift selection processes for a period of at least six pay periods.
- E. This section shall become effective July 4, 2014, the first pay period in FY2014-15.

## Article 20

### PROMOTIONS

Section 1. The filling of vacant positions should be used to provide career mobility for employees and should be based on the relative merit and fitness of the applicants. The University shall fill a vacant position with the applicant who, in its judgment, is most qualified to perform the duties as described in the class specification, position description, and other document describing the position.

Section 2. A written exam will be required of all employees who wish to be considered for a promotion. Written exams will be based upon a job task analysis of the class of positions being tested and an assessment of the knowledge, skills, and abilities necessary to perform the requirements of the classes.

Section 3. An employee must submit a request to take the promotional exam to the UCF Human Resources office no later than the first business day after January 1 of each calendar year. Such request shall indicate the class(es) to which the employee would like to be promoted.

Section 4. Employees will be notified in writing of their eligibility or ineligibility for the class(es) to which he applied for promotion.

Section 5. The Exam Administrator is to notify the University Human Resource Office and the Director (Chief) no later than January 15 of each calendar year, regarding: the date(s) of the exam; the place where the exam will be administered; the major categories to be covered by the exam; and the bibliography of courses from which exam questions have been taken (e.g., name of textbooks, departmental policies, general orders, special orders, etc.). The passing score that must be attained will be established by the Exam Administrator.

Section 6. No later than February 1st of each calendar year, the University shall furnish to those eligible employees whose exam requests are on file in the University, a copy of the "NOTICE OF PROMOTIONAL EXAM" issued by the Exam Administrator. Only those employees whose names are furnished to the Exam Administrator will be eligible to take the promotional exam.

Section 7. The Exam Administrator will notify each employee who takes a promotional exam of the exam results. The exam results shall also be provided to the Director (Chief).

Section 8. Placement on the appropriate promotional list will be based on numerical scores calculated using the following factors:

|  |  |
|--|--|
| A. Written Examination   | Test Score (Actual Points)   |
| B. Seniority   | .5 points for each full year of <u>sworn</u> , certified service at UCFPD (to a maximum of 5 points)                         |
| C. Education   |  |
| 1. Associates Degree   | 2 points   |
| 2. Bachelors Degree  | 4 points (maximum of 4 pts for post-secondary school education)  |
| <del>3. Advanced training courses (police practices and supervisory skills approved by the Department)</del> | <del>.25 points per each 100 hours (to a maximum of 2 points)</del>  |
| <del>D. Military Experience</del>  | <del>.2 points for each full year of Honorable Service (to a maximum of 2 points)</del>                                      |
| <del>E. Performance Evaluations</del>  | <del>Numerical Score, average of last three years, 0 points until three annual performance evaluations (0 to 5 points)</del> |
| <del>F. Awards</del>   |  |
| <del>Officer of the Year (internal)</del>  | <del>1 point per award (to a maximum of 2 points)</del>  |
| <del>For each National and Local award (external)</del>  | <del>.5 points (to a maximum of 2 points)</del>  |
| G. Disciplinary Action   | - 2 points for each written reprimand (written reprimands shall not count after 2 years).<br>- 6 points for each suspension  |
| H. FTO (active FTO in last year)   | 2 points   |
| I. Hold rank of Corporal for two(2) years post-probation(For Sergeant only)                                  | 2 points   |

(Note: The cut-off date for earning additional points above the score on the written exam shall be July 1 of each year. The maximum total numerical score attainable shall be 100 - i.e., score on the written exam plus and/or minus any additional points pursuant to B-I above.)

Section 9. If the University uses oral interviews, such interviews will not be counted in the total score as calculated pursuant to Section 9 above. The local PBA representative will be provided the names of the individuals to serve on the interview committee. Questions asked at the oral interview will be limited to those that are clearly job related and the same questions will be asked of all applicants.

Section 10. The University promotional list shall be effective July 1st of each calendar year. Names shall be retained on the promotional list for a period of one year.

Section 11. The University's promotional list, consisting of the name, final passing score, and position on the appropriate list, shall be posted.

Section 12. Except where a vacancy is filled by demoting a law enforcement employee or by reassignment, the only employees who may be considered for a vacancy shall be those having passed the written promotional exam and are on the University's promotional list. All qualified employees shall be interviewed in such case. However, the University shall have the discretion to interview for and fill a vacancy from only the highest five (5) numerical scores of current University employees contained on the University's promotional list.

Section 13. Employees who do not receive a promotion for which they applied will retain their position on the promotional list. When an employee declines a promotional job offer, the employee shall not be considered for promotion for the duration of that list.

Section 14. Any certified police officer with (i) a minimum of three (3) consecutive years of employment in the Department as a certified law enforcement officer; or (ii) a minimum of one consecutive year in the Department as a certified law enforcement officer plus a minimum of four consecutive years of other certified law enforcement officer experience immediately prior to the promotional examination shall be eligible to take a promotional examination for Sergeant if he otherwise meets all of the qualifications for the promotion. Service as a Corporal shall not be a prerequisite for promotion to Sergeant. Any combination of experience identified above may be used, so long as there is one year of certified law enforcement officer experience in the Department.

Section 15. Any certified police officer with (i) a minimum of two (2) consecutive years of employment in the Department as a certified law enforcement officer; or (ii) a minimum of one consecutive year in the Department as a certified law enforcement officer plus a minimum of two consecutive years of certified law enforcement experience in another law enforcement agency immediately prior to the promotional examination shall be eligible to take a promotional examination for Corporal if he otherwise meets all of the qualifications for the promotion. Any combination of experience may be used, so long as there is one year of certified law enforcement officer experience in the Department.

Section 16. No employee shall be eligible for promotion unless he has been ranked overall "Satisfactory" or higher on his last two (2) Performance Evaluations. No employee shall be eligible for promotion if he has received formal disciplinary action for an incident occurring within twelve (12) months prior to the actual appointment (promotion).

Section 17. Definition. For purposes of this article, the terms certified or certification shall refer to the official date of law enforcement certification as determined by the Florida Department of Law Enforcement.

Section 18. Investigations Unit. Any police officer with a minimum of two (2) consecutive years of employment in the Department immediately prior to the assignment shall be eligible for the investigations assignment. The number of Investigator assigned and the length of their assignments shall be within the exclusive discretion of the Chief. Law Enforcement Officers and Corporals assigned to work in the Investigations unit will receive a 5% differential added to their base pay for the period of their assignment. Sergeants assigned to work in the Investigations unit will receive no change in base pay for the period of their assignment.

Section 19. Field Training Officer (FTO) Pay. FTO pay shall be at the rate of twenty-five dollars (\$25) per shift.



**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Memorandum of Understanding for Salary Increases and Merit Pay Adjustments between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association

**DATE:** September 5, 2014

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**PROPOSED BOARD ACTION**

Ratification of the Memorandum of Understanding between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association.

**BACKGROUND INFORMATION**

A three-year Collective Bargaining Agreement was negotiated between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association for the period 2012-15. Pursuant to that agreement, the parties reopened negotiations in 2014 for the 2014-15 contract year. In those negotiations, the parties were able to reach agreement. The Central Florida Police Benevolent Association voted for ratification of this memorandum of understanding on August 25, 2014. The Collective Bargaining Committee appointed to represent the University of Central Florida Board of Trustees recommends the approval of the Memorandum of Understanding for Salary Increases and Merit Pay Adjustments between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association.

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**Supporting documentation:** Memorandum of Understanding for Salary Increases and Merit Pay Adjustments

**Prepared by:** Marvin Pyles, Associate Vice President and Chief Human Resources Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee

## MEMORANDUM OF UNDERSTANDING

Between

University of Central Florida and Police Benevolent Association

August 18, 2014

### Salary Increases

All employees shall receive a two percent (2%) general wage increase, effective the first full pay period after ratification.

#### Eligibility Criteria for Salary Increases

- A. Employees are eligible for the increases referenced in this MOU unless an employee has a current performance appraisal rating of “below performance standards” in effect on the date salary increases are implemented.
- B. Employees are eligible for the increases referenced in this article if they were employed in a regular position on September 30, 2014, and continuously employed until the implementation of the increases.
- C. Employees who have received notice of termination of employment prior to the implementation of such salary increases shall be ineligible.

### Merit Pay Adjustments

Eligibility Criteria for Merit Pay Adjustments: Those unit members who have a performance appraisal rating greater than “below performance standards” in their last appraisal, have not been demoted or suspended within the past 18 months (i.e. on or after April 1, 2012), and are not on probationary status on or before October 1, 2014 are eligible for the merit pay adjustments. Merit increases shall be effective the first full pay period after ratification.

- 1. Eligible employees who have a performance appraisal rating of “meets performance standards” or “special achievement modifier” in their last appraisal shall receive an additional one percent (1.0%) added to base salary.
- 2. Eligible employees who have a performance appraisal rating of “exceeds performance standards” or “meritorious service modifier” in their last appraisal shall receive an additional two percent (2.0%) added to base salary.

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Article 7: Wages and Article 13: Change in Assignment of the Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees

**DATE:** September 5, 2014

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**PROPOSED BOARD ACTION**

Ratification of the reopened articles of the Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees.

**BACKGROUND INFORMATION**

A three-year Collective Bargaining Agreement was negotiated between the University of Central Florida Board of Trustees and three units: the Blue Collar Unit, the Administrative and Clerical Unit, and the Other Professional Unit of the American Federation of State, County, and Municipal Employees for the period 2013-16. Pursuant to that agreement, the parties reopened negotiations in 2014 for the 2014-15 contract year. In those negotiations, the parties were able to reach agreement. The reopened articles, Article 7: Wages and Article 13: Change in Assignment will be presented to the unit employees for ratification on September 22, 2014. The Collective Bargaining Committee appointed to represent the University of Central Florida Board of Trustees recommends the approval of Article 7: Wages and Article 13: Change in Assignment, with the implementation to be contingent on the ratification by the unit employees.

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**Supporting documentation:** Article 7: Wages and Article 13: Change in Assignment

**Prepared by:** Marvin Pyles, Associate Vice President and Chief Human Resources Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee

## Article 7

### WAGES

#### 7.1 Salary Increases.

~~A. For Fiscal Year 2013-14, on October 1, 2013, all employees who make \$40,000 annual base salary or less, shall receive a \$1,400 increase to base salary while those employees making more than \$40,000 annual base salary shall receive a \$1,000 increase to base salary (except that no such employee shall make less than \$41,400.)~~

~~B. For Fiscal Year 2013-14, one percent across-the-board base salary increases shall be administered to eligible employees effective November 8, 2013, so long as both parties have ratified this agreement. Otherwise, the effective date shall be the beginning of the first pay period subsequent to ratification by both parties.~~

~~C. Merit Lump Sum Incentive Payments. During June 2014, up to 35% of employees in the unit will receive a one-time lump sum payment of \$600 for merit. The university shall consult with the union prior to implementing any merit lump sum incentive process.~~

**A. For Fiscal Year 2014-15, three percent across-the-board base salary increases shall be administered to eligible employees effective August 8, 2014, so long as both parties have ratified this agreement. The eligibility criteria for employees are referenced in 7.1A. 1 through 3.**

- 1. Employee was hired prior to May 7, 2014 and has been continuously employed through the date of implementation August 8, 2014.**
- 2. Employee has a current performance appraisal of at least "Satisfactory" or "Effective" and above.**
- 3. Employee has not received a termination notice or an advanced notice of separation at the time of implementation. Employees on interim, visiting, or other time-limited appointments are eligible for a merit-based salary increase.**

**B. For Fiscal Year 2014-15, a two percent discretionary merit increase will be allocated and administered to eligible employees, effective August 8, 2014. The eligibility criteria for employees are referenced in 7.1B. 1 through 3.**

- 1. Employee was hired on or before May 7, 2014, and has been continuously employed through the date of implementation September 26, 2014.**
- 2. Employee has not received any formal, written disciplinary action or suspension from May 7, 2014 through September 11, 2014. The employee's 2013-2014 performance evaluation should be considered as an important component of the recommendation process.**
- 3. Employee has not received a termination notice or an advanced notice of separation at the time of implementation. Employees on interim,**

**visiting, or other time-limited appointments are eligible for a merit-based salary increase.**

7.2 Eligibility Criteria

~~A. Employees are eligible for the increases referenced in 7.1A and 7.1B unless an employee has a current performance appraisal evaluation rating of not meeting performance standards in effect on the date salary increases are implemented. If an ineligible employee achieves performance standards subsequent to the salary increase implementation date, but on or before the end of the fiscal year, the employee may receive an increase referenced in 7.1A. However, such increase shall be effective on the date the employee becomes eligible, not retroactively. In addition, any employee who has submitted a written or verbal notice of resignation, or received notice of termination is not eligible for increases in this article. **The eligibility criteria for employees are referenced in 7.1A. 1 through 3 and 7.1B. 1 through 3**~~

~~———— B. ——— Employees are eligible for the increases referenced in 7.1A and 7.1B if they were employed in a regular position on June 30, 2013, and continuously employed until the salary increase is administered.~~

7.3 Other Funds. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the University shall seek to have the contract or grant modified to permit such increases.

7.4 Nothing contained herein prevents the University from providing salary increases beyond those increases specified.

## **Article 13**

### **CHANGE IN ASSIGNMENT**

#### 13.1 Procedure.

A. An employee with regular status who meets all University eligibility requirements may apply for a change in assignment to a different position in the same class or in a different class having the same pay range minimum, different work unit, or different shift at the University according to University procedures. Prior to filling a vacancy, except by demotion or department promotion, the University shall consider all applicable change in assignment requests. When making a decision regarding the granting of a request for a change in assignment, the University shall consider appropriate factors, including, but not limited to, the applicant's length of continuous University service, performance evaluations, work-related awards and achievements, relevant work experience, and education/training.

B. All employees who were interviewed shall be notified of the University's decision.

C. Employees who are reassigned under the provisions of this Article shall not ordinarily suffer the loss of pay as a result of such reassignment.

13.2 Notice Upon University Initiated Reassignment. An employee shall normally be given a minimum of fourteen (14) days notice prior to the University reassigning the employee. The parties agree, however, that these notice requirements shall not be required during an emergency, when necessary to accommodate modified duty for employees returning from medical leave, or in other extraordinary conditions.

**13.3 The university retains the right to assign the employee specific duties or tasks, at any time, that are characteristic to the employee's current job classification.**