



## **October 28, 2021 Board of Trustees Special Meeting**

Board of Trustees

Virtual Meeting

Oct 28, 2021 4:00 PM - 4:30 PM EDT

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# Board of Trustees

## Meeting Agenda

**Board of Trustees Special Meeting**  
**October 28, 2021**  
**Virtual Meeting**  
**4:00 – 4:30 p.m.**

**Livestream:** <https://ucf.zoom.us/j/95674529336?pwd=RXh5RlhIRTZRVXQvWlV0Q1d0UTEvQT09>  
Webinar ID: 956 7452 9336

**Conference call number:** 1-929-205-6099 | **Meeting ID:** 956 7452 9336

### AGENDA

- |                              |  |
|------------------------------|--|
| 1. Call to Order and Welcome | Alex Martins, <i>Chair, UCF Board of Trustees</i>  |
| 2. Roll Call                 | Karen Monteleone, <i>Assistant Vice President, Board Relations</i>   |
| 3. Public Comment            | Karen Monteleone   |
| 4. New Business              | Chair Martins  |
| BOT – 1                      | Article 2: Definitions, Article 7: Wages, Article 13: Change in Assignment, and Article 23: Grievance Procedure of the Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the American Federation of State, County and Municipal Employees (AFSCME)<br>Maureen Binder, <i>Associate Vice President for Human Resources and Chief HR Officer</i> |
| BOT – 2                      | Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association<br>Maureen Binder  |
| 5. Adjournment               | Chair Martins  |



### Special Meeting | Board of Trustees October 28, 2021

#### **BOT-1: Article 2: Definitions, Article 7: Wages, Article 13: Change in Assignment, and Article 23: Grievance Procedure of the Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the American Federation of State, County and Municipal Employees (AFSCME)**

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☐ Information

☐ Information for upcoming action

☒ Action

**Meeting Date for Upcoming  
Action:**

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#### **Purpose and Issues to be Considered:**

On February 18, 2021, the UCF Board of Trustees entered into a three-year collective bargaining agreement with AFSCME that expires on September 30, 2024, and pursuant to that agreement, negotiations for reopened articles began in June 2021. The parties reached tentative agreement on the reopened articles on October 1, 2021, and the union membership ratified the tentative agreement on October 14, 2021.

Amendments have been made to the following articles:

Article 2: Definitions

Article 7: Wages

Article 13: Change in Assignment

Article 23: Grievance Procedure

All other articles remain status quo.

#### **Background Information:**

Florida Board of Governors Regulation 1.001(5)(b) provides that each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.

Over 800 USPS employees at the University of Central Florida are represented for purposes of collective bargaining by the American Federation of State, County, and Municipal Employees. The collective bargaining agreement includes the Blue Collar Unit, the Administrative and Clerical Unit, and the Other Professional Unit.

Under the Board of Trustees' Resolution on Presidential Authority, the Board delegates the administration of collective bargaining agreements and matters to the President, who assigns a collective bargaining team to negotiate agreements. The collective bargaining team for this union is comprised of administrative leaders representing the units in which the AFSCME employees are



contracted, in addition to representatives from central human resources. The Chief Human Resources Officer serves as the chief negotiator on behalf of the university.

**Recommended Action:**

The collective bargaining team appointed by the president to represent the University of Central Florida Board of Trustees recommends ratification of the amended articles of the collective bargaining agreement.

**Alternatives to Decision:**

Decline the ratification of the amended articles of the collective bargaining agreement.

**Fiscal Impact and Source of Funding:**

The total fiscal impact of the collective bargaining agreement is \$1,516,673.73. This will be funded from the President's Strategic Investment Program (Education and General Funds).

**Authority for Board of Trustees Action:**

BOG Regulation 1.001(5)(a),(b)

Resolution on Presidential Authority, Section 3(e)

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**Contract Reviewed/Approved by General Counsel** ☒ N/A ☐

**Committee Chair or Chair of the Board has approved adding this item to the agenda** ☒

**Submitted by:**

Maureen Binder, Associate Vice President and Chief Human Resources Officer

**Supporting Documentation:**

Attachment A: Article 2: Definitions, Article 7: Wages, Article 13: Change in Assignment, and Article 23: Grievance Procedure of the Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the American Federation of State, County and Municipal Employees

**Facilitators/Presenters:**

Maureen Binder, Associate Vice President and Chief Human Resources Officer

# Attachment A

## Article 2

### DEFINITIONS

The terms used in this Agreement are defined as follows:

2.1 “AFSCME Staff Representative” means an individual employed by AFSCME and designated by AFSCME to represent employees pursuant to this Agreement.

2.2 “Days” means business days, Monday through Friday and excluding holidays and days when the university is administratively closed, unless stated otherwise.

2.3 “Employee” means a member of the bargaining unit described in Article 1.

2.4 “Meet Performance Standards” means an employee has been evaluated as having an overall rating that indicates that the employee’s work performance achieves the standards established by the university for the position.

2.5 “Position” means a regular position in a classification included in the bargaining unit described in Article 1.

2.6 “President” means the president of the university or his/her designee.

2.7 The Chief Human Resources Officer shall be abbreviated as “CHRO.”

2.8 “President of Council 79” includes his/her representatives.

2.9 “Regular Status” is earned by an employee after successfully completing ~~the~~ specified a 12-month probationary period. Regular status provides the employee with rights to appeal adverse action taken against the employee.

2.10 “Steward/AFSCME Employee Representative” means an employee who has been designated by AFSCME to investigate grievances and to represent grievants in grievances which have been properly filed under the grievance procedure of this Agreement when AFSCME has been selected as the employee’s representative.

2.11 “Discharge” means a termination action in accordance with Article 22 Disciplinary Action.

2.12 The Equal Employment Opportunity Commission shall be abbreviated as “EEOC.”

2.13 The Florida Commission on Human Relations shall be abbreviated as “FCHR.”

2.14 “Grievance” means a dispute concerning the interpretation or application of a specific provision of this Agreement and/or a university policy cited in the Agreement, except as specifically excluded.

## **Attachment A**

2.15 “Grievant” means an employee or group of employees who has/have filed a grievance in a dispute over a provision of the Agreement which confers rights upon the employee. AFSCME may file a grievance in a dispute over a provision of the Agreement that confers rights upon AFSCME.

# Attachment A

## Article 7

### WAGES

7.1 Salary Increases. For Fiscal Year ~~2020-21~~2021-22, the university shall implement ~~an across-the-board salary increase one-time payment of \$1,200~~ for all eligible in-unit employees to be included in paychecks ~~as soon as practicable after ratification by the two parties on January 29, 2021. Eligible employees who have an annual salary of more than \$48,500 will receive a 2.5% salary increase, and those with an annual salary of \$48,500 or less will receive a 3.5% salary increase.~~

The eligibility criteria are:

1. Employee was hired on or prior to June 30, 2021~~0~~, and has been continuously employed through the date of implementation, ~~which is January 8, 2020.~~
2. Employee has a current performance appraisal of at least “Effective.” If a current performance appraisal is not on file with Human Resources, a performance rating of “Effective” will be assumed. Any employee with a less than “Effective” rating on file who receives an updated rating of “Effective” ~~or higher on or prior to June 30, 18,~~ shall receive the raise ~~as soon as practicable effective the beginning of the first pay period~~ subsequent to receipt in Human Resources.
3. Employee has not received a termination notice or ~~an advanced~~ notice of separation at the time of implementation. Employees on interim or other time-limited appointments are eligible for this salary increase. Employees who have been provided notification of lay off from the university will not be eligible for the ~~\$1,200 one-time payments~~salary increase.

7.2 Other Funds. ~~One-time payments~~Salary increases for eligible contract & grant (C&G), auxiliary, local and COM-FPP employees must be paid from the appropriate contract & grant, auxiliary, local or COM-FPP revenues. No E&G funds are provided in support of these payments.

7.3 Nothing contained herein prevents the university from providing salary increases beyond those increases specified.

# Attachment A

## 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 recruitment 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 are interviewed may obtain notice of the university's decision via the university's online recruitment system.

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)~~twenty-one (21) 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. Employees who are reassigned by the university's initiative will be paid a lump sum of \$500.00 if the reassignment removes a shift differential and/or moves them to a different campus. UCF campuses are listed as: Main Campus, Lake Nona, Rosen, Downtown, and Cocoa. Open positions will be posted on the UCF website.

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.



# Attachment A

## Article 23

### GRIEVANCE PROCEDURE

#### 23.1 General Provisions.

A. The university and AFSCME encourage informal resolution of employee complaints. To that end, both AFSCME and the university encourage employees to discuss their complaints as soon as possible with the supervisor or other official who has authority to address the employee's concern(s). Such discussions should be held with a view toward reaching an understanding that will resolve the complaint in a manner satisfactory to the employee without the need for recourse to the grievance procedure set forth in this Article. If the complaint is not resolved by such informal discussion, the employee may then initiate a grievance consistent with the provisions of this Article.

B. The parties intend that this Grievance Procedure shall serve as the exclusive procedure for the resolution of grievances over the interpretation or application of this Agreement, except where exclusions are noted in the Agreement. Nothing in this Agreement shall be construed to permit AFSCME or an employee to process a grievance with respect to any matter which is at the same time the subject of an action which has been filed by the employee in any other forum, administrative or judicial. As an exception to this provision, an employee may file an EEOC or FCHR charge while a grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2000e et seq.

C. Nothing in this Agreement shall be construed to permit AFSCME or an employee to process a grievance on behalf of any employee without his or her consent.

D. Failure of Grievant(s) to attend a formal grievance meeting outlined in this article without giving advance notice of postponement or providing authorization for the Union to proceed in his/her absence, shall be deemed a withdrawal of the grievance without resolution. Upon mutual agreement of the two parties, postponements will be allowed upon advance notice of an emergency.

#### 23.2 General Information and Procedures

A. Each grievance, request for review, or notice of arbitration must be submitted in writing on the appropriate form, attached to this Agreement as Appendices C, D, E, F.

##### B. Time Limits.

1. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

## Attachment A

2. Failure, at any Step of this procedure, of the university to communicate the decision on a grievance within the specified time limit shall permit the grievant/representative to proceed to the next Step.

3. The number of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. Failure of grievant or representative to proceed to next step within time limits will be deemed to be a withdrawal of the grievance without resolution. The time limits specified in any Step of this procedure may be extended by written agreement of the Grievant/Representative and the university. The university may unilaterally extend any time limit specified in this procedure when the grievance alleges a violation of Article 19 or any university regulation or federal or Florida Statue cited in Article 19, to allow for adequate investigation of grievances alleging unlawful discrimination. The president of AFSCME Local 3345 will be notified of any time extensions.

C. All grievances must be filed within ten (10) business days following the act or omission giving rise to the grievance, or the date on which the employee knew or reasonably should have known of the event if that date is later.

D. Each grievance and request for review must be signed by the Grievant and submitted in writing on the appropriate form with all required attachments. One grievance form may be filed in a grievance with more than one grievant, provided that the form bears the signatures of all grievants. All grievance forms shall be dated when the grievance is received.

E. If a grievance meeting at any step is held during the working hours of the grievant or any required participant, such person shall be excused without loss of pay for the purpose of attending that meeting. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

F. Probationary Employees. An employee who has not attained regular status can file only non-disciplinary grievances under this Agreement, which may be processed only through Step 2-1 without further appeal.

G. No retaliation. The university and AFSCME shall not retaliate against any employee who participates in the procedures set forth in this Article.

H. Violations considered. Only those acts or omissions identified as violations of specific~~and~~ sections of the Agreement identified at-in the Step 1 filing may be considered at subsequent steps.

I. Burden of Proof. In all grievances, except those involving discipline, the burden of proof shall be on the employee. In grievances involving disciplinary action, the burden of proof shall be on the university.

J. A grievance may be returned for correction and resubmission, in accordance with time limits, if it is not filed or processed in accordance with this Article. The CHRO or

## Attachment A

CHRO's designee will have the authority to determine whether a grievance is complete under the parameters of the collective bargaining agreement.

K. Delivery methods. All documents required or permitted to be issued or submitted pursuant to this Article must be transmitted by personal delivery with written documentation of receipt, by certified mail with return receipt requested, or by electronic mail with return receipt acknowledgement required via electronic mail. Submission by facsimile will not be accepted.

### 23.3 Representation.

A. A grievant shall, not later than the Step 1 meeting, choose whether to be represented by AFSCME, which shall be confirmed by the union representative's signature on the grievance form. Where a grievant requests AFSCME representation, the grievance representative shall be selected by AFSCME from the list referenced in Article 5 provided that the selections of an AFSCME President or Steward/AFSCME Employee Representative must be from the same unit as the grievant. AFSCME may reach agreement with the university president or designee at any step of the grievance process, and such agreement shall be binding on the grievant.

B. When an AFSCME President or Steward/AFSCME Employee Representative is selected to represent a grievant, he/she may be allowed a reasonable amount of time off with pay to investigate the grievance and to represent the grievant at any Step of the grievance procedure which is held during regular work hours, subject to the following limitations:

1. The AFSCME President or Steward/AFSCME Employee Representative will not be allowed time off with pay to investigate his/her own grievance.

2. Time spent by the AFSCME President or Steward/AFSCME Employee Representative in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.

3. Time off with pay under this section is subject to prior approval by the AFSCME President's or Steward/AFSCME Employee Representative immediate supervisor, however, approval of such time off will not be withheld unless it impedes the operations of the unit to which the AFSCME President or Steward/AFSCME Employee Representative is regularly assigned.

C. AFSCME shall not be bound by a grievance decision in a grievance where the grievant chose not to be represented by AFSCME.

### 23.4 Step 1

A. A grievance is initiated at Step 1 by the Grievant filing a written grievance using the Step 1 Grievance Form, attached as Appendix C. The Grievant must file this form within the time limits set forth above if he/she wishes to initiate a grievance. The form should be filed

## Attachment A

with the Office of Human Resources, which will then direct the grievance to the unit head/director or the division/college designee, who shall serve as the ~~for assignment to a~~ Step 1 Reviewer.

B. Step 1 ~~Oral Discussion~~. The Step 1 Reviewer shall meet with Grievant, Grievant's Representative (if any) and Grievant's supervisor to discuss the grievance and possible resolution. This meeting shall be held within eleven (11) days following receipt of the grievance. The Grievant shall have the right to present any evidence in support of the grievance at this meeting.

C. Within seven (7) days following the conclusion of the Step 1 meeting, the Step 1 Reviewer will issue a written review of the grievance to the Grievant/Representative. The Step 1 written review will document the Step 1 ~~oral~~ discussion, describe the conclusion of the discussion, and describe any resolution that may have been achieved at the Step 1 level. A copy of the Step 1 review will be sent to the Office of Human Resources, to the Grievant, and the Grievant's representative. The Step 1 review will be transmitted per section 23.2.K. above.

D. In advance of the Step 1 meeting, the Grievant or the Grievant's Representative shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

### 23.5 Step 2 ~~Unit Head/Director~~ UCF Human Resources Review.

A. If the Step 1 meeting does not resolve the grievance to the satisfaction of the Grievant, the Grievant/Representative may proceed to Step 2. To proceed to Step 2, the Grievant/Representative must file a Request for Review of Step 1 using the form attached as Appendix D and describing the Grievant's reasons for not accepting the Step 1 review result. The Request for Review of Step 1 must be submitted to ~~the Office of~~ UCF Human Resources within ~~five (5)~~ ten (10) days following receipt of the Step 1 review form. ~~Human Resources will direct the Request for Review of Step 1 to the Unit Head/Director.~~

B. Step 2 Meeting. Within eleven (11) days following receipt of the Request for Review of Step 2, ~~the unit head/director or designee~~ UCF Human Resources will schedule a meeting with Grievant/Representative for the purpose of reviewing the matter.

C. ~~The Unit Head/Director or designee~~ UCF Human Resources shall issue a written decision, stating the reasons therefore, to Grievant/Representative within seven (7) days following the conclusion of the Step 2 meeting. In the absence of a written agreement to extend the period for issuing the Step 2 decision, the Grievant/Representative may proceed to Step 3 if the Step 2 decision has not been received by the Grievant/Representative as of the end of the seventh (7<sup>th</sup>) day following the Step 2 meeting. A copy of the decision shall be sent to ~~the Office of Human Resources, to~~ the Grievant, and the Grievant's Representative. The decision shall be transmitted per section 23.2.K. above.

### ~~23.6~~ Step 3

~~A. If the grievance is not satisfactorily resolved at Step 2, the Grievant may file a written Request for Review of Step 2, in the form attached hereto as Appendix E. The Request~~

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~~for Review of Step 2 must be filed with the CHRO or designee within eleven (11) days following unsuccessful conclusion of the Step 2 meeting (or as otherwise mutually agreed if the parties agreed in writing to extend the period for issuing the Step 2 decision).~~

~~B. Step 3 Meeting. Within eleven (11) days following receipt of the Request for Review of Step 2, the CHRO or designee and Grievant/Representative shall schedule a meeting for the purpose of reviewing the matter.~~

~~C. The CHRO or designee shall issue a written decision, stating the reasons therefore, to Grievant/Representative within fifteen (15) days following the conclusion of the meeting. In the absence of a written agreement to extend the period for issuing the Step 3 decision, Grievant (if not represented by AFSCME) or AFSCME may proceed to Step 4 (Arbitration) if the Grievant (if not represented by AFSCME) or AFSCME has not received the written decision by the end of the fifteenth (15<sup>th</sup>) day following the conclusion of the Step 3 meeting. A copy of the Step 3 decision shall be sent to the unit head/director, to the Grievant, and to the Grievant's Representative. The decision shall be transmitted per section 23.2.K. above.~~

### 23.67 Step 4-3 Arbitration.

A. If the grievance is not resolved at Step 3, AFSCME may appeal the decision to arbitration using a Request for Arbitration in the form attached hereto as Appendix F, within fifteen (15) days after receipt of the Step 3 decision. If the Grievant is not represented by AFSCME, the Grievant may appeal the decision to arbitration using the same procedure.

B. The university and AFSCME may, by written agreement, submit related grievances for hearing before the same arbitrator.

#### C. Selection of Arbitrator.

1. The parties agree to use Federal Mediation and Conciliation Service (FMCS) for purposes of identifying an arbitration panel for the grievance. The parties seeking have five (5) days from submission of the notice of arbitration to make a request to FMCS for selection of an arbitration panel. The other party will be notified in writing of the date on which the request has been made to FMCS.

2. The parties agree that FMCS shall be asked to provide a list of no more than ~~five (5)~~seven (7) eligible arbitrators for the matter. To be eligible to serve as an arbitrator for the matter, the individual must be registered with FMCS and must have or use a Florida address from which to bill for travel and travel expenses. The parties agree that FMCS shall first use a Metropolitan designation for identifying an arbitration panel and, only if that panel is rejected by the parties, FMCS shall second use a Sub-Regional designation for identifying an arbitration panel.

3. As an alternative to requesting a panel or as an alternative to the panel provided by FMCS, the parties may agree independently to the selection of an arbitrator and request a direct appointment of that arbitrator by FMCS.

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4. If the parties request a panel from FMCS, the parties shall confer regarding the selection of an arbitrator. Either party may reject the panel; in which case the parties may request a second panel from FMCS. The party rejecting a panel shall be responsible for obtaining/requesting the next panel. The other party may reject the second panel, in which case a third panel may be requested from FMCS. Once there is a panel that is not rejected, then the parties will select an arbitrator from the panel by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a U.S. quarter.

D. Arbitration hearings shall be held at the Orlando main campus on days and times agreed to by the university and AFSCME, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. By mutual agreement, the arbitration hearing may be held in a different location.

E. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the university, AFSCME, and the grievant(s). In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue his/her decision not later than thirty (30) calendar days from the date of the closing of the hearing or from the deadline for the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.

3. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.

F. The arbitrator shall be without power or authority to make any decisions:

1. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement or the provisions of applicable law or rules or regulations having the force and effect of law; or

2. Limiting or interfering in any way with the powers, duties, and responsibilities of the State or the university under the Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement; or

## Attachment A

3. Which have the effect of restricting the discretion of the university president as otherwise granted by applicable law, rule, or policy unless such authority is expressly modified by this Agreement; or

4. That are based solely upon a university past practice or policy unless such university practice or policy is contrary to law, rules applicable to the university, or this Agreement.

G. The arbitrator's award may include a monetary award to the grievant(s); however, the following limitations shall apply to such monetary awards:

1. The award shall not exceed the amount of pay the employee would have earned at his/her regular rate of pay and shall not include overtime, on-call, or any other speculative compensation that might have been earned.

2. The award shall not exceed the actual loss to the grievant, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award; and

3. The award shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than thirty (30) calendar days prior to the filing of the grievance.

H. 1. The fees and expenses of the Arbitrator shall be borne equally by both parties. However, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses.

2. AFSCME will not be responsible for costs of an arbitration to which it was not a party. Where a grievant is not represented by AFSCME, such grievant will be responsible for all fees, expenses, and costs associated with the arbitration to the same extent that AFSCME would have been responsible if AFSCME had been a party to the arbitration.

3. Proceeding to arbitration hereunder shall constitute a waiver of Chapter 120 appeals proceedings or any other administrative appeals proceedings.

### 23.8 Miscellaneous Provisions

A. No preclusive effect. The filing or pendency of any grievance under the provisions of this Article shall in no way impede or delay the right of the university to take the action complained of; subject, however, to the final disposition of the grievance.

B. No precedent. The resolution of a grievance prior to its appeal in writing to Step 4 shall not establish a precedent binding on the university, or AFSCME.

C. Inactive Grievance. A grievance that is not acted upon by the grievant or his/her representative for more than thirty (30) calendar days shall be deemed closed and resolved according to the results of the last step at which there was activity.

## **Attachment A**

D. The parties may mutually agree to waive Step One and/or Step Two of the grievance procedure in order to expedite the processing of a grievance. Such an agreement must be in writing. Step One time limits, in accordance with Article 23.3C, shall still apply.





### Special Meeting | Board of Trustees October 28, 2021

## **BOT-2: Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association (PBA)**

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☐ Information

☐ Information for upcoming action

☒ Action

**Meeting Date for Upcoming  
Action:** \_\_\_\_\_

### **Purpose and Issues to be Considered:**

On September 27, 2018, the UCF Board of Trustees entered into a three-year collective bargaining agreement with Central Florida Police Benevolent Association (PBA) that expired on September 30, 2021. Negotiations for a successor agreement commenced in September 2021. Representative parties reached a tentative agreement on the 2021-2024 Collective Bargaining Agreement for a term commencing on the date of ratification and continuing through September 30, 2024. The union membership ratified the tentative agreement on September 29, 2021.

Amendments have been made to the following articles:

Article 4: Employee Representation  
Article 6: Internal Investigations and Disciplinary Action  
Article 9: Labor-Management Committees  
Article 10: Assigned Duties  
Article 11: Health and Safety and Physical Fitness  
Article 13: Workday, Work Period, and Overtime  
Article 16: Change in Assignment  
Article 17: Proceedings and Call-Back  
Article 20: Probationary Periods and Promotions  
Article 23: Defense and Indemnity  
Article 25: Leave and Holidays  
Article 27: Uniforms and Equipment  
Article 29: Wages

All other articles remain status quo, with the exception of date changes and minor editorial corrections.

### **Background Information:**

Florida Board of Governors Regulation 1.001(5)(b) provides that each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.

Currently, 67 law enforcement officers at the University of Central Florida are represented for purposes of collective bargaining by the Central Florida Police Benevolent Association.

Under the Board of Trustees' Resolution on Presidential Authority, the Board delegates the administration of collective bargaining agreements and matters to the President, who assigns a collective bargaining team to negotiate agreements. The collective bargaining team for this union is comprised of management and the human resources coordinator from the Police Department and representatives from central human resources. The Chief Human Resources Officer serves as the chief negotiator on behalf of the university.

**Recommended Action:**

The collective bargaining team appointed by the president to represent the University of Central Florida Board of Trustees recommends ratification of the amended articles of the collective bargaining agreement.

**Alternatives to Decision:**

Decline the ratification of the amended articles of the collective bargaining agreement.

**Fiscal Impact and Source of Funding:**

The total fiscal impact of the collective bargaining agreement is \$467,432. \$443,069 will be funded from the President's Strategic Investment Program (Education and General Funds). An additional \$24,163 will come from Auxiliary funds.

**Authority for Board of Trustees Action:**

BOG Regulation 1.001(5)(a),(b)

Resolution on Presidential Authority, Section 3(e)

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**Contract Reviewed/Approved by General Counsel** ☒ **N/A** ☐

**Committee Chair or Chair of the Board has approved adding this item to the agenda** ☒

**Submitted by:**

Maureen Binder, Associate Vice President and Chief Human Resources Officer

**Supporting Documentation:**

Attachment A: Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the Police Benevolent Association

**Facilitators/Presenters:**

Maureen Binder, Associate Vice President and Chief Human Resources Officer

## **Attachment A**

### **AGREEMENT**

This Agreement is between the UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES (hereinafter referred to as the “Board” or “University”), and the CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as the “PBA” or “Union”).

# **Attachment A**

## Article 1

### RECOGNITION

Section 1. The Board hereby recognizes the PBA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

Section 2. The Florida Public Employees Relations Commission issued Certification No. 1408 in Case No. RC-2003-001, and as a result thereof, the Board recognizes the PBA as the exclusive collective bargaining representative for the following bargaining unit:

#### **INCLUDED:**

All sworn law enforcement officers employed by the University of Central Florida certified pursuant to Chapter 943, Florida Statutes, in the classifications of law enforcement officer, law enforcement corporal, law enforcement sergeant, and law enforcement investigator.

#### **EXCLUDED:**

All other employees of the University of Central Florida excluding specifically the classifications of law enforcement lieutenant, law enforcement captain, law enforcement major, assistant chief of police, and chief of police.

Additionally INCLUDED in the unit are the following classifications that were created following the issuance of Certification No. 1408: law enforcement officer first class. Additionally EXCLUDED from the unit are the following classifications that were created following the issuance of Certification No. 1408: law enforcement commander (or commander) and deputy chief of police.

Section 3. The parties agree and understand that if the University creates a new law enforcement classification that the University determines is not in the bargaining unit, the University shall so notify The Employee Grievance Representative and the PBA, in writing. Within fifteen (15) days of such notification, the PBA shall notify the University in writing if it has any objection to the University designating such new classification as non-bargaining unit. If no such written notification is provided to the University within fifteen (15) days, the University's designation of the new classification shall be deemed final and binding upon the parties. If, however, the PBA does provide the University with timely notification, the parties shall meet to discuss such classification designation. If, following such discussion, the PBA disagrees with the University's designation of the classification, it may seek to resolve the matter through the procedures of the Florida Public Employees Relations Commission.

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## Article 2

### NON-DISCRIMINATION

Section 1. Neither the PBA nor the University shall unlawfully discriminate against any employee on the basis of his union activities and/or membership or non-membership.

Section 2. Neither the University nor the PBA shall discriminate against any employee based upon any protected category, as outlined in University Regulation UCF-3.001. Any such allegations shall be subject to the University's procedures, and after exhaustion of such procedures, to the procedures of the Equal Employment Opportunity Commission and/or the Florida Commission on Human Relations. Under no circumstances shall the grievance/arbitration procedures set forth in this Agreement be utilized to process any such allegations.

Section 3. The PBA agrees to support the University's affirmative action programs.

Section 4. All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

# **Attachment A**

## Article 3

### MANAGEMENT RIGHTS

Section 1. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the University prior to this Agreement are retained by the University, and may be exercised without prior notice or consultation with the PBA.

Section 2. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, the University shall have the right to exercise its sole and exclusive discretion and authority on all of the following matters:

2.1 To manage the University and the Police Department and exercise sole and exclusive control and discretion over the organization and operations thereof.

2.2 To determine the purpose and functions of the University and the Department.

2.3 To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the University and the Department to be necessary for the operation/improvement of the Department, and to select, manage, direct, and evaluate all management, supervisory, administrative and other personnel. The PBA local university representative shall be notified in writing of any proposed changes and additions to Departmental general orders, policies or substantive procedures five (5) calendar days prior to implementation. This notice period is not applicable where emergent issues exist which require expeditious action to post new or revised Departmental general orders, policies or substantive procedures. The PBA may submit to the Chief written recommendations within one week of notification.

2.4 To take such measures as the University may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby.

2.5 To set methods, means of operations and standards of service to be offered by the Department, and to contract such operations/services to the extent deemed necessary, practical and feasible by the University in its sole discretion.

2.6 To decide the number, location, design and maintenance of the Department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary by the University.

2.7 To determine the qualifications of all employees of the Department. To select, examine, hire, classify, reclassify, train, assign, schedule, direct, transfer, promote, lay off, retain and manage all employees of the Department. To demote for disciplinary reasons, discharge and otherwise discipline for just cause.

2.8 To increase, reduce, change, modify or alter the size and composition of the work force.

## **Attachment A**

2.9 To determine the extent of its operations, to determine when any part of the complete operation shall function or be halted, and to determine when, where, and to what extent operations/services shall be increased or decreased.

2.10 To establish, change or modify employees' duties, tasks, responsibilities or requirements.

Section 3. If, in the sole discretion of the President or designee, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or similar catastrophe, the provisions of this Agreement may be suspended by the University during the time of such declared emergency (except for payment of wages and benefits hereunder).

Section 4. The selection and assignment of non-bargaining unit supervisory and managerial personnel are the sole responsibility of management, and shall not be subject to the grievance and arbitration procedures provided in this Agreement.

Section 5. Provided, however, that nothing in this article shall preclude the PBA from seeking to bargain over the implementation of a management decision if the decision impacts the established wages, hours, or terms and conditions of employment of unit employees.

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## Article 4

### EMPLOYEE REPRESENTATION

Section 1. The PBA shall be permitted to have one Employee Grievance Representative and two Alternate Employee Grievance Representatives. The PBA shall provide written notification to the Chief of Police and the Human Resources Director of the names of the employees designated as the Employee Grievance Representative and the Alternate Employee Grievance Representatives. In the event the Employee Grievance Representative is on vacation or is otherwise absent from work, an Alternate Employee Grievance Representative may act as the Employee Grievance Representative.

Section 2. The PBA may be represented by a PBA Staff Representative or legal counsel in addition to or in lieu of an Employee Grievance Representative or Alternate Employee Grievance Representative.

Section 3. Upon the approval of the Police Chief or his designee, the PBA Staff Representative (or legal counsel) and/or the Employee Grievance Representative (or the Alternate Employee Grievance Representative) shall be permitted a reasonable period of time within which to meet with the Police Chief, the Human Resources Director, or any Departmental management official concerning a formal grievance or matter of interpretation of this Agreement. The exercise of this right by the PBA Staff Representative (or legal counsel) and/or the Employee Grievance Representative (or the Alternative Employee Grievance Representative) shall not impede Departmental or University operations.

Section 4. The PBA shall be permitted to use University facilities for PBA meetings under the same terms and conditions as other non-University sponsored organizations.

Section 5. Upon written request of the PBA, the University will, upon an annual basis, provide a list of bargaining unit employees with the name, classification title, gross salary, and date of hire for each employee.

Section 6. If such documents are not available on line, the University shall provide the PBA with a copy of the personnel rules and the Departmental policies and procedures, including General Orders, applicable to the employees covered hereunder. The University shall also maintain a copy of its personnel rules and Departmental policies and procedures at a location within the Department accessible to employees, and employees shall be notified of such location.

Section 7. ~~Employees may request accrued annual leave for the purpose of attending PBA conventions, conferences, meetings, and negotiating sessions in the same manner and under the same conditions as are applicable to other annual leave requests.~~ Upon the approval of the Police Chief or his designee, members of the PBA's negotiating committee may be permitted to adjust their work schedules to accommodate negotiation meeting dates and times in order to retain their full-time work hours for the pay period, without use of personal leave. Under no circumstances will the Police Chief approve schedule adjustments for attendance at negotiating sessions where he determines that such approval would result in additional costs to the Department, or the reduction of on-duty staff to an unacceptable level. In-unit bargaining team members who are on duty shall be allowed to attend negotiations.



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Section 8. Where available, the University shall provide the PBA space on an existing bulletin board in the Police Department Headquarters, Lake Nona, and at the Rosen School, and Downtown Sub-Station locations for PBA use. Where such bulletin board is not available, the Department agrees to provide wall space for the PBA's own key-locked bulletin board at UCF Police Headquarters; provided that such PBA bulletin board shall not be larger than four feet by three feet. Such bulletin board will be provided by PBA, installed by Physical Plant staff, and all costs for installation shall be paid by PBA. In addition, in order to comply with Section 9 and 10, a key to any PBA provided key-locked bulletin board will be provided to the police chief. The PBA shall utilize the bulletin board for the posting of PBA business and information, as follows:

- notice of union meetings;
- notice of union elections and results;
- copies of the union's constitution and bylaws and amendments thereto;
- notice of PBA recreational and social affairs;
- minutes of union meetings;
- names of PBA officials and changes thereto;
- notices of dues increases.

Section 9. The PBA shall post no material on its bulletin board which may be characterized as political (other than PBA local or state elections), which may encourage insubordinate behavior or which is derogatory or demeaning of any University or Department official or the operations of the University or the Department. The PBA shall cause all materials to bear the name or initials of the PBA official who authorized the posting and the date of authorization. A copy of all materials to be posted shall be provided to the Chief of Police or his designee at the time of posting. Materials which violate the provisions of this Article should not be posted and may be removed by the Chief of Police.

Section 10. The PBA may use the Department e-mail to distribute the information specified in Section 8 above to the bargaining unit employees; provided that a copy of such information must be provided to the Chief (or his designee) at the time of distribution. Section 9 above shall apply to any such e-mail distribution.

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## Article 5

### WORK STOPPAGES

Section 1. The PBA, its officers, representatives, agents or members covered by this Agreement shall not engage in, instigate, or support any strike, work stoppage, slowdown, or picketing in furtherance of any strike or work stoppage, slowdown or refusal to perform assigned work. Picketing, as used herein, shall mean any action which prevents any employee of the University from reporting to or continuing work or prevents the public from entering any University facility. Picketing for purely informational purposes shall not be prohibited.

Section 2. Recognizing that Florida law prohibits the activities enumerated in Section 1 above, the parties agree that the University shall retain the right to discipline or discharge any employee participating in or promoting any of the aforementioned prohibited activities.

Section 3. It is recognized by the parties that the activities enumerated in Section 1 are contrary to the ideals of professionalism and to the Department's responsibility. Accordingly, it is agreed that in the event of any violation of this Article, the University shall be entitled to seek legal and/or equitable relief in any court of competent jurisdiction.

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## Article 6

### INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION

#### I. Internal Investigations

Section 1. It is understood that the University has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of misconduct, the university reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused employees.

Section 2. Whenever an employee is under investigation and subject to interrogation which could lead to disciplinary action, the investigative methods used will be consistent with the Law Enforcement Officers' Bill of Rights, Florida Statutes, Chapter 112, Part VI. Specifically, the following procedures will be followed in the conduct of an interrogation of an employee:

2.1 The employee under investigation shall have the right to be represented by counsel or any other representative of his choice who shall be present at all times during such interrogation.

2.3 The interrogation shall be conducted at a reasonable hour, preferably at a time when the bargaining unit employee is on duty. The interrogation shall take place at the Departmental headquarters or other established Departmental location.

2.4 The bargaining unit employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time, unless specifically waived by the officer under investigation (F.S. 112.532,(1)(c)).

2.5 The bargaining unit employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the names of all complainants.

2.6 Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

2.7 The bargaining unit employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

2.8 The formal interrogation of a bargaining unit employee, including all recess periods, shall be recorded on audiotape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated bargaining unit employee, a copy of any such recording of the interrogation session shall be made available to the interrogated bargaining unit employee no later than 72 hours, excluding holidays and weekends, following said interrogation.

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2.9 If the bargaining unit employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

Section 3. No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits, or which might otherwise be considered a punitive measure, shall be taken against any bargaining unit employee unless such bargaining unit employee is notified of the action and the reason or reasons therefore prior to the effective date of such action.

Section 4. No bargaining unit employee shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his employment or appointment, or be threatened with any such treatment, by reason of his exercise of the rights granted by the Law Enforcement Officers' Bill of Rights.

Section 5. To the extent required by applicable law, a complaint filed against a bargaining unit employee with the Department and all information pertained pursuant to the investigation by the Department of such complaint shall be confidential and exempt from the provisions of Section 119.07(1) until the investigation ceases to be active, or until the Chief or the Chief's designee provides written notice to the employee who is the subject of the complaint, either personally or by mail, that the Department has either:

- A. Concluded the investigation with a finding not to proceed with disciplinary action or to file charges; or
- B. Concluded the investigation with a finding to proceed with disciplinary action or to file charges.

The employee who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the employee under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the employee under investigation immediately prior to the beginning of the investigative interview.

Section 6. The findings of Internal Affairs Investigations shall be labeled as follows:

6.1 Sustained — a finding or a conclusion that an allegation is supported by a preponderance of evidence.

6.2 Unfounded — a finding or a conclusion that there is no credible evidence whatsoever to support the allegation.

6.3 Not sustained — a finding or a conclusion that sufficient credible evidence was lacking to prove or disprove the allegation.

6.4 Exonerated — a finding or a conclusion that the incident occurred, but the individual's actions were consistent with departmental policy.

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Section 7. The definition of interrogation is as follows: “Interrogation” refers to a disciplinary investigation meeting with respect to an incident or complaint in which the information to be obtained at the investigation meeting will be the basis for the decision as to whether to issue a written reprimand, suspend, demote, or dismiss the employee. It does not include counseling sessions or investigations which may result in oral reprimands. It also does not include meetings at which the employee is solely being advised of intended disciplinary action and offered an opportunity to explain why he should not be disciplined.

Section 8. No bargaining unit employee shall be required or compelled to submit to any device/test designed to measure the truth of his response(s) to any question(s) asked during an internal investigation.

Section 9. A citizen making a complaint against an employee covered hereunder shall be requested to reduce such complaint to a signed writing and provide supporting documentation. If the citizen’s complaint is verbal, the Department shall reduce it to writing.

Section 10. Only “sustained” findings which result in disciplinary action will be inserted in an employee’s official personnel file. Unfounded, unsubstantiated, and exonerated findings shall be retained in Internal Affairs files by file number or by name of complainant in accordance with the record retention policies of the State of Florida.

Section 11. An employee shall have the right to inspect and make notes of his individual records, and no records will be hidden from the employee’s inspection. One (1) copy of the final investigative report will, upon request, be provided to the subject employee at no cost.

Section 12. At the discretion of the Chief of Police, in consultation with the Associate Vice President of Human Resources, an employee charged with conduct of such a nature as to impede job performance or endanger the public may be suspended pending an investigation outcome. Suspension may be with or without pay until findings and charges, if any, are determined.

Section 13. All internal investigations must be completed and finalized in accordance with the Law Enforcement Officer’s Bill of Rights.

### II. Disciplinary Action

Section 14. The University and the PBA encourage to the fullest degree employee behavior which is positive and supportive of the goals of effective management and public safety. The parties recognize the need for progressive and appropriate discipline when an employee’s conduct and job performance are inconsistent with those goals.

Section 15. Employees may be demoted, suspended, dismissed, or otherwise disciplined for just cause. Suspensions shall be couched in terms of a specific number of hours to be served. Example(s): 10-hour suspension, 24-hour suspension.

Section 16. Employees shall receive a copy of any disciplinary action at the time such disciplinary action takes place. A copy of any disciplinary action taken will be placed in the employee’s personnel file housed in Human Resources.

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Section 17. This article shall not restrict supervisors from issuing oral reprimands or letters of counseling. Oral reprimands and letters of counseling shall not be subject to the grievance procedure. Letters of counseling are non-disciplinary. Oral reprimands and letters of counseling will not be placed in the Human Resources personnel file.

### Section 18. Grievability of Disciplinary Actions:

18.1 Written reprimands may be grieved only through Step 2 of the Grievance Procedure. After two years have elapsed from the date of the written reprimand, such reprimand will not be used for escalating the level of future disciplinary action.

18.2 Suspension, disciplinary demotion, and reduction in pay for disciplinary reasons may be grieved through Step 3 of the Grievance Procedure and on to Arbitration.

18.3 Dismissals may enter the Grievance Procedures at Step 2 for expediency and may be grieved through to Arbitration.

### Section 19. Discipline Dispute Resolution Process (DDRP):

A DDRP affords an employee, who is subject of an administrative policy violation and/or investigation that may lead to disciplinary action and the Police Department an opportunity to internally mediate a mutually acceptable resolution prior to formal disciplinary processes.

19.1 The employee may request a Discipline Dispute Resolution Meeting (DDRM) at any time prior to a final receipt of discipline or prior to filing a formal grievance. The purpose of the meeting will be to discuss potential discipline and administrative charges in order to determine if a consensus resolution can be reached on the appropriate charges and discipline, if any.

19.2 The requesting employee shall complete a Request to Initiate a DDRP form (DDRP Request Form), which is located on the Police Department's intranet, and shall return the form to the Professional Standards Commander. The DDRP Request Form will be forwarded for review by the Chief of Police. The Chief of Police will notify the requesting employee of an approval or disapproval of the request in no later than seven (7) calendar days from date of receipt.

19.3 The Department shall set the time and date of the DDRM to be within ten (10) days of acceptance to proceed with the request. The meeting shall be held with the Deputy Chief, the requesting employee and the employee's supervisor, or an appropriate designee. The requesting employee is required to personally attend, but may be accompanied by an employee representative during the proceeding, if so desired. Should the employee wish to include legal counsel, the employee must provide the Deputy Chief with seven (7) days advance notice. The university may include legal counsel at its option as well.

19.4 Should the parties reach a consensus, that consensus shall be reduced to writing by the Deputy Chief. In the event that a DDRM results in a disciplinary action being forthcoming, the Deputy Chief shall have the authority to approve up to one-hundred and twenty (120) hours of suspension. Suspension may be paid or unpaid at the Deputy Chief's discretion.

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19.5 Discipline as result of a DDRM process in excess of one hundred and twenty (120) hours, demotions, or terminations will be forwarded to the Chief of Police for his approval in consultation with the Associate Vice President of Human Resources. The Chief's decision shall be forwarded to the Deputy Chief and the employee to effect the conclusion and signing of a final agreement. Upon mutual signing of the agreement, the resolution shall be implemented and the investigation and grievance process shall be considered complete.

19.6 Should an executed resolution agreement fail to be forthcoming from a DDRM effort, the matter will progress as if no meeting had been held. Nothing discussed at the DDRM shall be binding upon any party unless a final agreement has been signed by the employee and the Deputy Chief. Nothing discussed at the meeting shall be used against the employee or the university in the event a resolution fails to be implemented. The parties agree that should information discussed at the DDRM later be discovered independently, it may be used as long as the discovery is not a direct result of the Chief, Deputy Chief or designee/s disclosing the information by having such knowledge through the DDRM.

19.7 Should the PBA not be represented at the DDRM; or, if present and not in agreement with the employee on the level of discipline accepted and agreed upon, the PBA will not be held to the discipline accepted in any future cases. The PBA shall be notified of any final agreement in all cases handled through a Discipline Dispute Resolution Process.

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## Article 7

### DUES DEDUCTION

Section 1. Any member of the PBA who has submitted a properly executed written dues authorization card or statement to the University may have his PBA dues deducted from his wages. Dues shall be deducted on a semi-monthly basis and shall, thereafter, be transmitted to the PBA or its designated depository. The University, however, shall have no responsibility or liability for the improper deduction of any dues. Further, the PBA shall hold the University harmless for any errors in the administration of the dues deduction system. It shall be the responsibility of the PBA to notify the University of any change in the amount of dues to be deducted at least 60 days in advance of said change. Under no circumstances shall the University be required to deduct PBA fines, penalties, or non-uniform assessments from the wages of any member.

Section 2. Any authorization for dues deduction may be cancelled by the employee upon written notice to the University with a copy to the PBA. The University shall implement the cancellation within two pay periods of receipt of the written notice.

Section 3. When an employee quits, is discharged, or is laid off, any unpaid dues owed to the PBA will be deducted from the employee's last paycheck.



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## Article 8

### GRIEVANCE AND ARBITRATION

Section 1. Bargaining unit employees will follow all written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

Section 2. A “grievance” is a claimed violation of this Agreement, including, but not limited to, the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will, or need be, entertained or processed, unless presented in the manner described herein on the Grievance Forms listed in this Agreement as Exhibits A through C, and unless filed in a manner provided herein within the time limit prescribed herein. Grievances are limited to claims which are dependent for resolution upon interpretation or application of one or more express provisions of this Agreement. Discipline will not normally be increased above the level stated in the Predetermination Notice issued by Human Resources. However, should additional information or evidence become available during the review of the discipline, Human Resources will be required to issue a new Predetermination Notice should more severe discipline be proposed.

Section 3. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits. Once a grievance is filed, only those acts or omissions and sections of the agreement identified at the initiation of the grievance may be considered at subsequent steps in the grievance process.

STEP ONE: The aggrieved employee shall present his grievance in writing to the Deputy Chief, or his designee, within ten (10) calendar days from the date following the act or omission giving rise to the grievance, or ten(10) calendar days from the date the grievant acquires knowledge, or could have reasonably been expected to have acquired knowledge of the act or omission which gave rise to the grievance on the prescribed grievance forms, which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Deputy Chief or his designee shall forward a copy of the grievance to the Police Chief and the University’s Human Resources Executive Director. The Deputy Chief or his designee shall meet with the Grievant, his PBA representative (if any), and the supervisor(s) involved, and shall render his decision on the grievance in writing with copies to the Grievant, the Police Chief, the Human Resources Executive Director, and the PBA within fourteen (14) calendar days of such meeting.

STEP TWO: Any grievance which cannot be satisfactorily settled in STEP ONE above shall then be taken up with the Police Chief or his designee. The grievant shall file the Step Two grievance with the Police Chief within ten (10) calendar days after the Deputy Chief

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or designee's response in STEP ONE above. At this step, the grievance must be signed by the employee and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and Sections of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Police Chief or his designee shall conduct a fact-finding meeting with the Grievant, his PBA representative (if any), and the Deputy Chief or his designee. Thereafter, the Police Chief, or his designee, shall issue his decision in writing on the grievance, with copies to the Grievant, the Human Resources Executive Director, and the PBA within fourteen (14) calendar days after presentation of the grievance at the fact-finding meeting.

STEP THREE: Any grievance which cannot be satisfactorily settled in STEP TWO above shall then be taken up with the Human Resources Executive Director, or his designee. The grievance, as specified in writing in STEP ONE above, shall be filed with the Human Resources Executive Director, or his designee, within ten (10) calendar days after the date of the Police Chief's response in STEP TWO above. The Human Resources Executive Director, or his designee, will conduct a meeting with the Grievant, his PBA representative and appropriate Department management. Thereafter, the Human Resources Executive Director, or his designee, shall issue his decision in writing on the grievance, with copies to the Grievant, the PBA, and the Department within fourteen (14) calendar days after the presentation of the grievance at this Step.

Management decisions which deny written grievances, in whole or in part, must contain the reasons for the denial.

### Section 4. Arbitration.

Arbitration is the final step of the UCF due process procedures available to a grievant. If the Grievant is not satisfied with the decision of the Human Resources Executive Director, or his designee, in STEP THREE above, PBA may submit written notice of Arbitration by hand delivery, or by certified or registered mail, to the Human Resources Executive Director postmarked within twenty-one (21) calendar days of receipt of the Human Resources Executive Director's written decision at the conclusion of Step Three. Said written notice of arbitration shall include a written statement of the position of the Grievant with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the grievance filed at the initial entry step of the grievance procedure.

4.1 Selection of Arbitrator. The parties agree to use Federal Mediation and Conciliation Service (FMCS) for purposes of identifying an arbitration panel for the grievance. The parties seeking have seven (7) calendar days from submission of the notice of arbitration to make a request to FMCS for selection of an arbitration panel. The other party will be notified in writing what date that the request has been made to FMCS. The parties agree to an Expedited Arbitration Procedure in every case unless one or both of the parties object to the Expedited Arbitration Procedure, in

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writing. Arbitrators will abide by the rules set forth in the FMCS Expedited Arbitration procedure. Where one or both parties have objected to the Expedited Arbitration, the process will be through the regular arbitration procedure. In the event that a transcript of a hearing before an arbitrator is prepared, the party ordering the transcript shall pay the cost thereof. In the event more than one party desires a copy of the transcript, the cost of said transcript will be paid in proportion to the number of parties requesting the transcript.

4.2 The parties agree that FMCS shall be asked to provide a list of no more than five (5) eligible arbitrators for the matter. To be eligible to serve as an arbitrator for the matter, the individual must be registered with FMCS and must have or use a Florida address from which to bill for travel and travel expenses. The parties agree that FMCS shall first use a Metropolitan designation for identifying an arbitration panel and, only if that panel is rejected by the parties, FMCS shall second use a Sub-Regional designation for identifying an arbitration panel.

4.3 As an alternative to requesting a panel or as an alternative to the panel provided by FMCS, the parties may agree independently to the selection of an arbitrator and request a direct appointment of that arbitrator by FMCS.

4.4 If the parties request a panel from FMCS, the parties shall confer regarding the selection of an arbitrator. Either party may reject the panel in which case the parties may request a second panel from FMCS. The other party may reject the second panel, in which case a third panel may be requested from FMCS. Once there is a panel that is not rejected, then the parties will select an arbitrator from the panel by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a U.S. quarter.

4.5 As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the University, and the Union in writing. The expenses of the arbitration, including the fee and the expenses of the arbitrator, shall be shared equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of its transcript unless both parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing.

4.6 The arbitrator will confine his consideration and determination to the written grievance presented in its initial step of entry of the grievance procedure. The arbitrator shall have no authority to substitute his judgment for that of management and/or to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by arbitrator to supersede applicable state and federal laws or regulations.

4.7 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The issue before the arbitrator shall be whether a specific provision of this Agreement was violated. Either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court.

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4.8 No decision of any arbitrator or of the University in one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount of straight time (i.e., no overtime) wages of the particular employee involved, less any unemployment compensation that he received during the period involved. Additionally, in calculating any back wages award, the arbitrator shall consider whether the employee met his duty to mitigate losses during the period involved.

4.9 It is agreed, with respect to the above wages or retroactive adjustment, that no arbitrator shall have the right to determine that back wages or other retroactive adjustment shall be awarded for a period in excess of one (1) month prior to the date of filing the grievance which is being ruled upon.

4.10. It is agreed, with respect to this grievance and arbitration procedure, that:

4.10.1 It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the Grievant.

4.10.2 Grievances not submitted by the Grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance may not be entertained or processed, and only facts disputed as to timing for deadline purposes by either the grievant or by the university management will be the subject of any arbitration resulting from the matter. A grievance that is not subject to failure in timely response by either party shall permit the Grievant to proceed to the next Step, and failure of the Grievant to proceed on a timely basis to each successive next Step shall bar the grievance.

4.10.3 If any deadline falls on a Saturday or Sunday, University holiday, or other time during which the University is closed for regular business the action subject to the deadline will be deemed timely, if accomplished by close of business the next business day.

4.10.4 The parties may mutually agree in writing to extend any deadline under the Grievance/Arbitration procedure.

4.11 Nothing in this Article shall be construed to prevent any employee from presenting his own grievance with whomever he wants to represent him. It is understood that either an individual, an attorney, or the Union may represent a Grievant, but under no circumstances shall more than one person represent the Grievant at any step of the grievance procedure. In the event the University is notified that the Grievant is representing himself or is otherwise not being represented by the Union, the University shall so notify the Union. The Union may monitor and attend such grievance steps on personal or leave time but may not participate otherwise.

4.12 Where a grievance is general in nature in that it applies to a group of employees rather than a single employee, or if the grievance is directly between the Union and the Department or the University, such grievance shall be presented in writing directly to the Police Chief within ten (10) calendar days of the occurrence of the event or events that gave rise to the grievance, or the date on which the filing party or parties knew, or reasonably should have known, of the event, if that date is later. The grievance shall be signed by one or more aggrieved employee, or by the PBA on their behalf. Thereafter, the grievance shall be processed in accordance with the

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procedures set forth in STEPS TWO and THREE above; provided, however, that the grievance must contain the detailed information required in STEP ONE above.

4.13 A non-dues-paying bargaining unit employee may avail himself of all procedures under this Article. In so doing, such non-dues-paying bargaining unit employee shall be required to bear the full cost of preparing and presenting his own case and his arbitration expenses as set forth in Section 6 above.

4.14 This grievance and arbitration procedure shall be the sole and exclusive procedure for any bargaining unit employee to contest discharge or other disciplinary action or any alleged violation of this Agreement.

4.15 The parties may mutually agree to waive Steps 1 and 2 of the grievance procedure in order to expedite the processing of a grievance.

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## Article 9

### LABOR-MANAGEMENT ~~NON BARGAINING~~ COMMITTEES

Section 1. Labor-Management Committee. If deemed necessary, ~~There shall be~~ a Labor-Management Committee which shall consist of six (6) members. Three (3) members shall be designated in writing by the PBA. Three (3) members shall be designated by the University: one (1) representative from the Police Department management ranks, one (1) from Human Resources, and one (1) mutually agreed upon by the Chief of Police and the Associate Vice President for Human Resources. ~~Membership on this committee shall preclude any member from serving on Collective Bargaining Teams.~~

Section 2. The Labor-Management Committee may meet on a quarterly basis (e.g., January-March, April-June, etc). If either Labor or Management makes a request for the Committee to meet, then it shall meet in the quarter of that request or as soon thereafter as possible. If neither party requests a Labor-Management Committee meeting for a given calendar quarter the meeting for that quarter shall be deemed waived.

Section 3. The sole function of the Labor-Management Committee shall be to discuss general matters pertaining to employee relations and Departmental operations. The Committee shall not engage in collective bargaining or resolution of grievances. The proceedings of the Committee shall be informal in nature. However, the members may mutually agree to issue a joint, written summary of a particular item discussed.

Section 4. The University will cooperate with the PBA to schedule the Labor-Management Committee meetings ~~at times when the three (3) members designated by the PBA are off duty.~~ In no event shall Labor-Management Committee meetings result in compensation for bargaining unit employees. However, upon the approval of the Police Chief, an employee designated to attend the Labor-Management Committee meeting on behalf of the PBA may be permitted to adjust their work schedules to accommodate Committee meeting dates and times in order to retain their full-time work hours for the next pay period without use of personal leave. Under no circumstances will the Police Chief approve schedule adjustments for attendance at meetings where he determines that such approval would result in additional costs to the department or the reduction of on-duty staff to an unacceptable level.

Section 5. Bargaining Agreement Administration Committee. Upon a request and mutual agreement of either the PBA and the University, there shall be a consultative meeting between the Vice President of Administration and Finance (or his designee) and up to two (2) additional members of his management staff and up to three (3) local PBA representatives, to discuss matters pertinent to the administration of this Agreement. The party requesting consultation shall submit a written list of items to be discussed no later than two (2) weeks in advance of the meeting. The other party shall also submit a written list of items in advance of the meeting if it wishes to discuss additional issues. The parties agree that such consultations may be used to resolve problems or engage in discussions regarding the administration of the Agreement; provided, however, that such meetings shall not constitute or be used for the purpose of collective bargaining. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked. Under no circumstances will the Police Chief approve schedule adjustments

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for attendance at meetings where he determines that such approval would result in additional costs to the department or the reduction of on-duty staff to an unacceptable level.

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## Article 10

### ASSIGNED DUTIES

#### Section 1. Assigned Duties

Employees shall be required to perform the duties set forth in their classification specifications descriptions and Departmental policies and such other duties as are related to public safety at the University.

#### Section 2. Acting Ranks

An employee who is designated by written order of the Police Chief, or his designee, to temporarily serve in a higher rank shall receive an increase in pay for the time period of such service ~~in accordance with University policy~~, which is the minimum of the range or ten (10) percent base salary increase, whichever is greater. ~~The University policy is outlined in greater detail on the Human Resources website.~~

#### Section 3. Review of Acting Rank Status

An employee who claims that he has been regularly performing all of the duties of a position in a higher classification (i.e., Sergeant) but has not been credited with temporary service in such higher classification, may request the Human Resources Director to review his claim. Such review must be requested within fourteen (14) calendar days of the date for which the employee is claiming credit for temporary service in a higher classification.

#### Section 4. Investigations Unit

Any police officer with a minimum of two (2) consecutive years of employment in the Department; or three (3) years of recent sworn officer experience, with a least one (1) year as an investigator; or five (5) years of recent sworn officer experience, with another law enforcement agency, and not on probation with the UCFPD immediately prior to the assignment shall be eligible for the investigations assignment. The number of Investigators assigned and the length of their assignments shall be within the exclusive discretion of the Chief.

#### Section 5. Position Descriptions

All assignments to any specialty unit shall have as its base an updated position description delineating the duties and responsibilities of that specific position. Said position description shall be attached to the posting notice announcing the vacancy for that specific specialty position.



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## Article 11

### HEALTH AND SAFETY AND PHYSICAL FITNESS

Section 1. The University shall comply with all federal and state health and safety laws and regulations which apply to the work performed by the bargaining unit employees covered hereunder. The University and the PBA agree to work cooperatively toward reducing job-related injuries and workers' compensation costs.

Section 2. The University and the PBA agree that employees covered hereunder must maintain a satisfactory level of physical fitness in order to safely and efficiently perform their assigned duties and serve and protect the citizens and the members of the University community.

#### Section 3. Employee Health and Safety

3.1 The University requires employees to use or wear health and safety equipment, which shall be provided by the University.

3.1.1 The University agrees to provide individually fitted body armor to all sworn members.

3.1.2 All body armor issued must comply with protective and related requirements prescribed under current standards of the National Institute of Justice.

3.1.3 Body armor that is worn, damaged or expired shall be replaced by the University. Body armor that must be replaced due to misuse or abuse by the officer shall be paid for by the officer.

3.1.4 Officers shall wear only University-approved body armor.

3.1.5 Officers who are assigned to a uniformed function are required to wear body armor while engaged in field activities both on-duty and during off-duty employment, unless exempt as follows:

(a) When a physician determines that an officer has a medical condition that would preclude wearing body armor;

(b) When the department determines that circumstances make it inappropriate to mandate wearing body armor.

3.1.6 Non-uniformed sworn officers are required to wear body armor when responding to incidents where they may come into contact with suspects or where violence may take place.

3.2 When an employee believes an unsafe or unhealthy working condition exists, the employee shall immediately report the condition to his non-bargaining unit supervisor. The University and/or the Department shall investigate the employee's report and take whatever action is required under applicable health and safety laws or regulations.

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Section 4. Each bargaining unit employee shall be required to successfully complete the Physical Abilities (Fitness) Test established by the Division of Criminal Justice Standards Training of the Florida Department of Law Enforcement. The physical abilities test measures specific physical abilities through participation in a series of job-related tasks as follows:

- (a) Exiting car/enter trunk.
- (b) 220 yard run.
- (c) Obstacle course.
- (d) Dummy drag.
- (e) Obstacle course (repeat).
- (f) 220 yard run (repeat).
- (g) Weapon fire (dry).
- (h) Enter trunk/enter car.

The test is intended to be conducted in a continuous fashion resulting in a total composite score (i.e., time to complete the course). The test will be administered on a pass/fail basis. The highest passing time an applicant may achieve on the physical abilities test is 6:30 seconds. (Applicants scoring above 6:30 seconds fail the test.) The parties agree that if the FDLE authorizes any alternatives to the activities listed in this section (a) thru (h), the parties shall consult regarding such changes.

Section 5. Each bargaining unit employee shall be required to take the physical abilities test on an annual basis at a time designated by the Department within the period from November 15 through April 15.

Section 6. The bargaining unit employee who achieves the best score in the following age categories on the testing date shall receive a “Well Qualified” physical fitness pin for those outstanding performers.

- Unit members who are not older than age twenty-nine (29)
- Unit members who are at least age thirty (30) and not older than thirty-nine (39)
- Unit members who are at least age forty (40) and not older than forty-nine (49)
- Unit members who are at least age fifty (50)

Such awards shall be returned by unit members prior to the next annual awards ceremony.

6.1. Each bargaining unit employee who completes the annual physical abilities test in a time of 5:00 or faster, shall be awarded the following compensatory time to be added to their special compensatory leave bank.

4 minutes or under – 16 hrs comp

4 minutes 1 second to 4:30 – 12 hours

4 minutes 31 second to 5 minutes – 8 hours

Unit members over 50 years of age will be given an additional 30 seconds that will be subtracted from their overall time to qualify for the above awards.

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Section 7. No employee will be eligible for any wage increase without having passed a physical abilities test at least once in a two-year period prior to the date the raise is to be awarded. If an employee is unable to medically perform the physical abilities test and the University has granted a medical waiver, such employee shall be required to take the test within thirty (30) days of release from the medical waiver. If an employee is on a pre-approved leave of absence and is unable to take the physical abilities test on the assigned date, such employee shall be assigned and required to take the test within thirty (30) calendar days of returning to duty.

Section 8. An employee who has a bona fide medical condition or injury which prevents taking the physical abilities test (or a portion thereof) will be dealt with on an individual basis. In all such cases, the University Physician will determine the nature and extent of the employee's medical condition or injury; whether the test should be postponed pending resolution of the employee's medical condition or injury (if such medical condition or injury is temporary); whether the test may be modified so as to accommodate the employee's medical condition while still measuring the same physical abilities; and such other medically-related issues which facilitate proper measurement of the physical abilities necessary to successfully perform the employee's job.

Section 9. The University, at its discretion, may send any employee covered hereunder for a medical and/or psychological examination where there is a reason to believe that he is unfit for duty. Such examinations shall be conducted at no cost to the employee and shall be administered while the employee is on duty or is otherwise in paid status.

9.1. The University is committed to improving health and wellness of each employee. Each employee that participates in an annual physical with their physician and/ or who participates in a mental health check-in with a professional certified to provide said check in through the university's free Employee Assistance Program, shall be awarded (6) hours of compensatory time for each effort (up to (12) hours annually), to be added to their special compensatory leave bank.

9.2. The University recognizes the importance for first responders and public safety officials to be vaccinated against infectious disease(s). If an employee receives the COVID-19 virus vaccination, that employee shall be awarded (8) hours of compensatory time to be added to their special compensatory time leave bank. Proof of a vaccination shall be reduced to writing in the form an interoffice memorandum signed through the chain of command to the Chief of Police for final approval. Employees who have already received the vaccination prior to the ratification of this contract, shall be eligible for the same awarded compensatory time.

Section 10. In the event the examination set forth in section 7 and/or section 8 above determines the need for additional tests or information, the University will bear the cost associated with such additional tests, if so ordered, including the opinion(s) of additional physicians and/or psychologists.

Section 11. Nothing in this Article will prevent the employee from obtaining their own medical and/or psychological examination at the employee's expense to be utilized in the grievance procedure.

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## Article 12

### PERFORMANCE EVALUATIONS

#### Section 1. Performance Evaluations

1.1 Where an employee who has attained regular status in the class does not meet performance standards, the University shall develop a Performance Improvement Plan intended to correct performance deficiencies. A Performance Improvement Plan will be prepared by the supervisor with the assistance of Human Resources if needed. The plan will outline performance improvements that need to be made in order to achieve an “Effective” or above rating. This plan will be shared with the employee.

1.2 Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation which rates the employee as not meeting performance standards. If that meeting does not resolve the employee’s concerns, the employee shall be granted, upon written request, a performance evaluation review conference with the Police Chief. The purpose of these reviews is to ensure that the performance evaluation leading to the requirement of a Performance Improvement Plan was not done in an arbitrary and capricious manner.

1.3 Once a Performance Improvement Plan is implemented, the employee shall have at least ninety (90) days to show adequate improvement in performance. If, at the end of the evaluation period, the Chief determines that the employee has not achieved adequate improvement in performance, the employee may be demoted from his current job class or terminated from service.

1.4 The University shall consult with the PBA prior to changing the current performance evaluation system.

#### Section 2. Grievability

A grievance may be filed by an employee who is terminated or demoted for deficiencies in accordance with the Department’s Performance Improvement Plan. To successfully contest his termination or demotion for failure to correct his performance deficiencies in accordance with the Department’s performance plan, the employee must establish that the action taken by the Department was in no way supported by competent evidence. The grievance and arbitration procedure (Article 8) shall be the sole and exclusive procedure for contesting termination or demotion hereunder.

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## Article 13

### WORKDAY, WORK PERIOD, AND OVERTIME

#### Section 1. Work Period

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

1.2 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.

1.3 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.

1.4 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.

1.5 ~~—~~This paragraph relates to an employee's ongoing, regular workweek, work hours, or days off. An employee will be given ten (10) calendar 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.

1.6 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.

1.7 The Department will not mandate overtime for special events at the Arena or Stadium, UNLESS the Department gives the unit member at least three (3) calendar 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~~ five 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

2.1 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

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to Patrol, 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.

2.2 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

3.1 An employee may accumulate up to 80 hours of overtime compensatory time.

3.3 An employee may elect to sell back up to ~~four~~five, 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

4.1 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. K-9 officers shall receive a minimum of forty-five dollars (\$45.00) per hour, or the premium time, whichever is greater, for all time worked on the special duty assignment while working the event with his K-9.

4.2 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. Patrol Shift Selection (Bids)

5.1 Patrol shift selection shall be conducted once a year. The employees shall select posted shifts and slots by seniority; except that up to one employee on each patrol shift may be

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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. In the rare circumstances of all determining factors of Rank seniority, Agency seniority are equal as described above, and the parties cannot resolve the issue, then Agency seniority shall be determined by the date police certification in Florida was received by the unit member.

5.2 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.

5.3 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 5.1 above, employees shall be given a written reason(s) as to the assignment.

### Section 6. Patrol and Shift Differential

6.1 A payment of ~~shift-patrol~~ differential of \$0.25 per hour for unit members who work patrol day shifts. ~~other than the regular day shift will be set to meet the needs of the university.~~

6.2 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 ~~\$12.00~~ per hour where the majority of hours fall between 6:00 p.m. and 6:00 a.m.

6.3 The shift differential additive is included in the calculation of the employee's regular rate of pay for purposes of computing overtime pay.

6.4 Employees who select a shift or are assigned a shift according to the annual shift selection process are eligible to receive a shift and/or patrol 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.

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## Article 14

### BENEFITS AND AWARDS

Section 1. State Employee Health Insurance Program. The University and the PBA support legislation to provide adequate and affordable health care insurance to all state employees. If the University provides its own health insurance program, the employees covered hereunder will receive the same health insurance program, including benefit and premium schedules as is applicable to other non-faculty University employees.

Section 2. Death in the Line of Duty Benefits. Funeral and burial expenses, education benefits, and the State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be provided in accordance with applicable Florida Statutes. The surviving spouse and family shall be directly assisted by the University Police Department and the office of Human Resources in obtaining all applicable survivor's benefits.

#### Section 3. Retired Employees

3.1 Employees who have retired under the Florida Retirement System with the University shall be eligible, upon request, to receive on the same basis as other employees all benefits applicable to retirees under University policy.

3.2 Under normal retirement (i.e., as defined by the Florida Retirement System with the University Police Department or 25 years of service with the University Police Department) in good standing, including disability retirement, an employee shall be presented one complete uniform, including the badge worn by him, and an identification card clearly marked "RETIRED" consistent with the provisions of §112.193, Florida Statutes and an identification card and badge reflecting a one "military grade" honorary promotion. The employee shall be presented his firearm (if one has been issued as part of the employee's equipment); provided that the employee shall simultaneously execute a document transferring the ownership of any such firearm from the University to the employee and releasing the University from any liability for the subsequent use of such firearm.

Section 4. Tuition Waiver Program. The University is encouraged to accommodate employees seeking to take courses under the tuition-waiver course program referenced in UCF Employment Policies and Rules.

Section 5. Award Program. The University agrees to promote a program of recognition awards for employees which shall include:

5.1 Upon promotion, a framed certificate certifying the promotion;

5.2 Awards for bravery and outstanding service;

5.3 Service awards through the use of framed certificates, patches, or pins recognizing years of service with the University, specifically recognizing five (5), ten (10), fifteen (15), twenty (20), and twenty-five (25) years of service.



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### Article 15

#### TRAINING OPPORTUNITIES

Law Enforcement Training: The University and the PBA recognize the importance of training programs to develop skills in law enforcement officers and supervisors. The University will make reasonable efforts to continue existing training programs in law enforcement techniques and to develop new programs and to ensure that opportunities to attend law enforcement and salary incentive training programs are equitably distributed among employees.

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## Article 16

### CHANGE IN ASSIGNMENT

An employee with regular status in his current classification who meets all of the Department's eligibility requirements may apply for a change in assignment to a different position in the same classification or a different classification having the same pay range maximum, a different work unit, or a different shift. Prior to filling a vacancy, the University shall consider pending requests for changes in assignment; provided, however, that nothing contained in this Agreement shall be construed to prevent the Chief, at his discretion, from filling a vacancy or changing an assignment in accordance with his determination of the needs of the Department. When changing assignments, which results in a shortage of hours, the assigned unit member shall be provided with paid time in the amount necessary to ensure that the unit member will not be obligated to utilize accrued leave or work additional hours just to receive a full paycheck. Additional paid time must be approved by the UCF Police Chief or designee. This provision will be effective with the Workday implementation in 2022.

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## Article 17

### PROCEEDINGS AND CALL-BACK

Section 1. ~~Court Appearances~~Legal Proceedings. If an employee is subpoenaed or required to appear as a witness in a job-related legal proceeding, not during the employee's regularly assigned shift, the employee shall have the option to either accept the witness fee or be granted a minimum of two and one-half hours (2½) which shall be counted as hours worked. Should the proceeding be more than two and one-half hours (2 ½) hours in duration, the employee shall be paid for all time required to be present in the proceeding and the time shall be counted as hours worked.

Section 2. Administrative Proceedings (including Student Conduct). Off-duty employees who are appearing by phone to a job-related issue in an administrative proceeding conducted by the University (including Student Conduct Proceedings) shall be paid for all off-duty time accumulated beyond fifteen (15) minutes, including reasonable and reported time spent preparing for the appearance. The employee is responsible for accounting for this time accurately on their time sheet or other time record.

Section 3. Call-Back. If an employee is called back to perform work beyond the employee's scheduled hours for that day, including an in-person appearance for a student conduct proceeding, the employee shall be credited with the greater of the actual time worked or two (2) hours.

Section 4. On-Call Assignment. "On-call" assignment shall be defined as any time when appropriate UCF management has specifically instructed the employee in advance, in writing, to remain available to work during an off-duty period. Only employees employed in the specialty units shall be assigned "on-call" status. An employee who is so instructed shall be required to leave word where the employee may be reached by telephone or by other electronic signal device in order to be available to return to a work location on short notice to perform assigned duties. While on call the employee shall maintain the appropriate physical condition for the performance of law enforcement duties. An "on-call" status employee who is required to be on-call Monday through Friday shall be compensated by payment of a fee in an amount of one dollar (\$1.00) per hour for each hour such employee is required to be on-call. An employee who is required to be on-call on a Saturday, Sunday, or University recognized holiday will be compensated by payment of a fee in an amount equal to one-quarter (1/4) the base rate for the classification of the employee for each hour such employee is required to be available. Such additional "on-call" compensation shall remain in effect only so long as the employee is serving in the specialty unit and is performing the required "on-call" assignments.

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### Article 18

#### LAY-OFFS

Section 1. In the event of a lay-off, the University shall implement lay-off in accordance with university regulation UCF-3.0123. The parties agree that should layoffs of unit employees become necessary, UCF shall provide advanced written notice to the Union and promptly set a consultation meeting with the Union prior to layoff notices being issued to employees. The university will consider Union recommendations and concerns received prior to formal layoff notification.

Section 2. At the time of layoff notification, no employee with regular (non-probationary) status within an affected classification shall receive such notice while an employee on probationary status is serving in that classification.

Section 3. Employees in lay-off status will retain recall rights for eighteen (18) months from the date of lay-off and shall have preference over applicants on eligibility lists during such eighteen (18) month period. Such preference shall apply to the laid off employee's most recently held classification or a lower ranked classification. Recall will be made by certified mail to the last address in the employee's personnel records with a copy by regular mail to the Union. The employee must within seven (7) days of the certified receipt date, or in the case of the letter being returned as undelivered, the date of last attempted delivery noted by the US Postal Service, signify his intention to return to work, in writing, to the Office of Human Resources. Failure of the employee to provide timely notice hereunder shall result in forfeiture of recall rights.

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### Article 19

#### PENSION

Pension will be as required by the State of Florida. Bargaining unit members may participate in the retirement options available through the Florida Retirement System, subject to eligibility and participation requirements established by the Florida Retirement System.

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## Article 20

### PROBATIONARY PERIODS AND PROMOTIONS

#### Section 1. Probationary Periods:

1.1 Each Law Enforcement Officer serves a probationary period of at least one year, which must include at least seven (7) months of active service following successful completion of FTO.

1.2 Law Enforcement Corporals and Sergeants serve a one-year probationary period that begins on the date of appointment.

1.3 Police officers serving their initial (entry) probationary period shall not be permitted to utilize the contractual grievance/arbitration procedure to contest discharge or other disciplinary action taken during probationary periods.

1.4 Bargaining unit employees serving a promotional probationary period shall be permitted to utilize the contractual grievance procedure for all purposes; except that a grievance challenging removal from the promotional position prior to the conclusion of the promotional probationary period shall be limited to Step 3 of the grievance procedure.

Section 2. Promotional Examinations. 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 qualified list of candidates passing the written test, who, in its judgment, is most qualified to perform the duties as described in the class specification, and position description. Unit members promoted to the ranks of corporal or sergeant shall receive the minimum salary range for that position or a ten percent (10%) increase in base salary, whichever is greater. Should the probationary supervisor's starting salary be greater than a supervisor with rank seniority, in the same classification, the senior supervisor's base salary will be adjusted so that the senior supervisor is making a minimum of \$.75 per hour greater than the newly promoted supervisor.

2.1 A written exam will be required of all employees who wish to be considered for a promotion and meet the minimum requirements as stipulated in Sections 2.13 and 2.14. Written exams will be based upon a job task analysis of the corporal and sergeant class of positions being tested and an assessment of the knowledge, skills, and abilities necessary to perform the requirements of the classes. The passing score that must be obtained will be seventy-five percent (75%).

2.2 An employee must submit a request to take a promotional exam to the UCF Police Department Human Resources liaison 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.~~

2.3 Employees will be notified in writing of their eligibility or ineligibility for the promotional examinations for which they have submitted a request. ~~Sergeant~~

## Attachment A

~~and corporal~~Supervisor promotional exams shall be given on even numbered years. Police Officer First Class promotional examinations shall be given on odd numbered years.

2.4 The Exam Administrator is to notify the University Human Resources Office and the 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.).

2.5 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.

2.6 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 Chief.

2.7 Placement on the appropriate promotional list will be based on passing the written examination.

2.8 The University promotional list shall be effective July 1st of each calendar year the exam is administered. Names shall be retained on the promotional list for a period of two (2) years.

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

2.10 Eligibility to Take Promotional Examination(s).

~~4.~~ ~~Corporal Exam~~Supervisor Exam. Any certified police officer who has immediately prior to the promotion examination - (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 - shall be eligible to take the promotional examination for Supervisor~~Corporal~~ if the officer~~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.

~~(a) — Sergeant Exam. Any certified police officer who has immediately prior to the promotion examination — (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~~

## Attachment A

~~experience—shall be eligible to take the promotional examination for Sergeant if he otherwise meets all of the qualifications for the promotion. 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 3. Promotion Eligibility and Promotions.

3.1 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.

3.2 Upon the passing of the Supervisor exam, the unit member is eligible to be promoted to the rank of Corporal. Successful completion of the probationary period in the rank of Corporal shall be a prerequisite for promotion to Sergeant. ~~If a law enforcement officer takes both the Corporal and Sergeant promotional examinations in the same test administration, and passes both examinations, the officer will not be eligible for promotion to Sergeant until after completing the probationary period in the position of Corporal. Therefore, a law enforcement officer taking and passing both the Corporal and Sergeant promotion examinations will be placed on both lists, but is not eligible for promotion to Sergeant until successfully completing the probationary period in the rank of Corporal.~~

3.3 No employee shall be eligible for promotion, regardless of performance on the promotional examination, unless the employee has been ranked overall "Satisfactory" or higher on his last two (2) Performance Evaluations. No employee shall be eligible for promotion, regardless of performance on the promotional examination, if he has received formal disciplinary action above the level of written reprimand for an incident occurring within twelve (12) months prior to the actual appointment (promotion).

3.4 If the University uses oral interviews, at least one (1) of the interviewers must be from an outside law enforcement agency. 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.

3.5 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 who are actively on the University's promotional list. All qualified employees shall be interviewed in such case. This provision does not change the requirement that a candidate for promotion to Sergeant must have successfully completed the probationary period in the rank of Corporal prior to consideration for promotion to Sergeant.

3.6 Employees who do not receive a promotion for which they applied will retain their position on the promotional list, which shall expire once a new list has been declared, in writing, by the Chief of Police. ~~When an employee declines a promotional job offer, the employee shall not be considered for promotion again for the duration of~~



## Attachment A

~~that list.~~ After a promotional list has expired, an employee must retake the Supervisor Exam in order to be eligible for continued eligibility for promotion.

### Section 4. Police Officer First Class Program.

4.1 Those officers meeting the eligibility requirements to take the promotional examination for ~~corporal-supervisor~~ shall be eligible to test for Police Officer First Class.

4.2 Promotion to the rank of Police Officer First Class shall be based exclusively on the results of a written test. The examination request process, notification process and testing process shall be the same as indicated in 2.1, 2.2, 2.3, 2.4, 2.5 and 2.6.

4.3 All officers who receive a passing score on the Police Officer First Class examination shall be promoted to the rank of Police Officer First Class.

4.4 Officers who attain the rank of Police Officer First Class shall receive a one-time payment of \$1,000 to reward their promotion. After the year of promotion, for each full calendar year in which an officer holds the rank of Police Officer First Class, the officer will be paid a bonus of \$1,000 no later than the first pay period of September.

4.5 The rank of Police Officer First Class shall not be used for shift selection or vacation preferences but shall be treated in the same manner as the Police Officer Rank for selection preferences.

## **Attachment A**

### Article 21

#### LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Coverage: Life and Accidental Death & Dismemberment Insurance will be as mandated by state law.

## **Attachment A**

### Article 22

#### VOTING

Twelve Hour (Day) Shift Employee. A twelve hour (day) shift employee who is registered to vote, but his scheduled shift prevents him from voting in a primary, general, or special election, shall vote by absentee ballot, early voting or other method which allows him to vote without conflict with his regular work schedule. In the event that a twelve hour (day) shift employee who is registered to vote is required to work on an election day, which is not his regularly scheduled workday, the Department shall allow him the necessary time off to vote if he could not reasonably anticipate that he would be unable to go to the polls. Such time off shall not exceed two (2) hours.

# Attachment A

## Article 23

### DEFENSE AND INDEMNITY

Employees covered hereunder shall be governed by existing Florida law and University policy and practice concerning defense of lawsuits and payment of judgments, including, but not limited to, Florida State Statute 1004.25 available online at <https://www.flsenate.gov/Laws/Statutes/2021/1004.25>.

## **Attachment A**

### Article 24

#### PREVAILING RIGHTS

The rights, privileges, and working conditions of employees covered hereunder shall be those set forth or incorporated herein by precise reference in this Agreement.

# Attachment A

## Article 25

### LEAVE AND HOLIDAYS

Section 1. Leave. Vacation, sick, Administrative Leave for bereavement, and job-related disability leave shall be governed by existing University policy applicable to the bargaining unit employees and this agreement.

1.1 An administrative leave day shall be defined as the number of hours the bargaining unit member is regularly scheduled to work on the day leave is granted. Three (3) days of administrative leave shall be granted for bereavement purposes.

Section 2. Leave to Supplement Worker's Compensation Benefits and Alternate Duty. The use of paid leave to supplement worker's compensation benefits and the performance of alternate duty due to temporary inability to perform regular job duties as a result of an on-the-job injury shall be governed by existing University policy applicable to the bargaining unit employees.

Section 3. Holidays shall be governed by existing University policy and this agreement.

3.1 The following holidays are recognized paid holidays by the University:

New Year's Day – January 1

Martin Luther King's Birthday – Third Monday in January

Memorial Day – Last Monday in May

Independence Day – July 4

Labor Day – First Monday in September

Veteran's Day – November 11

Thanksgiving – Fourth Thursday in November

Day After Thanksgiving – Fourth Friday in November

Christmas Day – December 25

Personal Holiday (1) – granted on July 1 of each year and must be used by June 30<sup>th</sup> of the following year.

Holiday hours shall be observed as from 0001 to 2400 hours of the designated holidays enumerated above.

3.2 Unit members shall receive special compensation for each recognized holiday in the amount of one (1) shift per holiday. Said shift is defined as the number of regular hours the unit member is normally assigned to perform.

## **Attachment A**

### Article 26

#### VEHICLES

Section 1. The Chief or the Chief's designee shall have the exclusive discretion to approve and assign take-home vehicles. Employees assigned take-home vehicles must comply with university regulation UCF-4.031 and with the department General Order 1013 regarding the use and care of such vehicles/motorcycles. Failure to do so could result in disciplinary action and/or loss of take-home vehicle privileges. The University shall have the sole and exclusive discretion to determine which car is assigned to each eligible officer.

# Attachment A

## Article 27

### UNIFORMS AND EQUIPMENT

Section 1. Employees covered hereunder shall be responsible for maintenance of uniforms and equipment provided by the Department. If an employee can establish that a piece of equipment or uniform clothing provided by the University has been damaged, lost, or destroyed through no fault of the employee, the Department will replace such piece of equipment or uniform clothing at no cost to the employee. If an employee is unable to establish the a piece of equipment or uniform clothing provided by the University was damaged, lost, or destroyed through no fault of the employee, the employee may be subject to disciplinary action.

Section 2. All bargaining unit employees shall receive a standard issue of uniforms and uniform accessories in accordance with current Departmental policy. Requests for replacement of uniforms (or uniform items) will be honored at the Department's expense if the employee's request is attributable to normal wear. Employees are responsible for any alterations required for uniforms provided by the University. Employees are also responsible to purchase footwear meeting Departmental standards.

#### Section 3.

3.1 Uniform Maintenance and Shoe Allowance. The University will provide employees who are furnished and required by the University to wear a uniform, a uniform maintenance allowance in the amount of \$~~450~~550.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of \$~~150~~200.00 annually, unless shoes are furnished by the University.

3.2 Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of \$~~700~~800.00 annually, and a shoe allowance in the amount of \$~~150~~200.00 annually, unless shoes are furnished by the University.

Section 4. Replacement of personal property. In the discretion of the Chief, an employee, while on duty and acting within the scope of his employment, who suffers damage to or destruction of his watch or prescription eyewear, or such other item of personal property as has been given prior approval by the University as being required by the employee to properly perform the duties of his position, may be reimbursed or have such property repaired or replaced. To be considered for such reimbursement, repair, or replacement, the employee must provide the Chief with a written statement detailing the circumstances under which such property was damaged or destroyed. Such statement must contain the time, date, and specific nature of the incident which resulted in the damage or destruction and the names of any witnesses thereto. This statement shall be reviewed by the employee's Commander, who shall render his recommendation to the Chief. The decision to grant (or not grant) reimbursement, repair, or replacement (and any applicable amount) shall be within the exclusive discretion of the Chief. Under no circumstances shall the amount of any such reimbursement, repair, or replacement exceed \$75.00 for a watch or \$400 (including any required examination) for prescription eyewear.



## **Attachment A**

Section 5.     Safety Equipment.     Employees shall notify the Department ninety (90) days prior to the expiration of any safety equipment (e.g., safety armor and pepper spray).

# **Attachment A**

## Article 28

### NO SMOKING POLICY

Section 1. Police Department personnel comply with the University Smoke-Free Policy which prohibits smoking on all university owned, operated, leased, and/or controlled properties in order to maintain a healthy and safe environment for its students, staff, faculty and visitors.

Section 2. Police Department personnel shall not use any tobacco or “vaping” products at any time while conducting Police Department business, operating a University vehicle, while wearing a department uniform, or while in contact with any member of the public during a Police Department operation or assignment.

# Attachment A

## Article 29

### WAGES

#### Section 1. Salary Increases.

1.1 For Fiscal Year ~~2019-2020~~2021-22, the University will implement a ~~3% across-the-board salary increase and a one-time payment of \$500 to eligible employees,~~ 5% across-the-board salary increase for the rank of Police Officer, a 6% increase for the rank of Corporal, and a 7% increase for the rank of Sergeant, paid on ~~November 8, 2019~~December 3, 2021. This agreement does not infringe upon any legislative increases which may be authorized by the Florida legislature above the contractual percentages established in this Article.

1.2 The across-the-board increase in 1.1 shall be expressed as an hourly rate and added to the hourly base salary of each eligible bargaining unit member.

1.3 In the event that any increase provided for in this subsection would have the effect of increasing a unit member's salary above the maximum pay for the range, the unit member's base salary shall be raised to the extent permitted without exceeding the maximum range. Any additional amount needed to total the applicable percentage contained herein shall be paid to the unit member as a one-time supplement that does not become part of the unit member's base salary.

#### Section 2. Eligibility Criteria for Salary Increases

2.1 Employees are eligible for the increases referenced in this article unless an employee has a current performance appraisal evaluation rating of not meeting performance standards in effect on the date salary increases are implemented.

2.2 Employees are eligible for the increases referenced in this article if they were employed in a regular position on June 30, 2021~~19~~, and continuously employed until the administration of the increases.

2.3 Employees who have given notice of a resignation or received notice of termination of employment prior to the implementation of such salary increases shall be ineligible.

#### Section 3. The pay ranges for each of the respective ranks are as follows:

1. Officer: \$~~46,800~~5,000 - \$~~64,711~~4,630
2. Corporal: \$~~54,697~~4,604 - \$~~72,072~~67,993
3. Sergeant: \$~~58,174~~62,246 - \$~~86,707~~4,035

Once an officer is sworn and certified, the Law Enforcement Officer shall receive no less than 95 percent of the minimum salary for a two-month period during the Law Enforcement Officer FTEP. After this two-month initial training period, the Law Enforcement Officer shall receive no less than the minimum salary listed above for the duration of the FTEP.

## Attachment A

Section 4. 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.

Section 5. Nothing contained herein prevents the University from providing salary increases beyond those increases specified. Prior to such salary increases being administered, the University shall adhere to the required statutory obligations as contained in FS Chapter 447.

Section 6. Investigations Unit. Any bargaining unit member assigned to work in the Investigations Unit will receive a five (5) percent differential added to base pay for the period of assignment to Investigations.

Section 7. Field Training Officer (FTO) Pay. FTO pay shall be at the rate of ~~forty-fivesixty~~ (4560) dollars per shift.

Section 8. K-9 Handlers will receive an additional forty-five (45) minutes of compensable time per calendar day while assigned to handle a department canine.

# Attachment A

## Article 30

### TOTALITY OF AGREEMENT

Section 1. The University and the PBA acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the University and the PBA are thereby as set forth in this Agreement, and that it shall constitute the entire and sole agreement between the parties for its duration.

Section 2. The University and the PBA, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or commonplace within the parties at the time they negotiated or signed this Agreement.

Section 3. Modifications. Nothing herein shall preclude the University or the PBA from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

## **Attachment A**

### Article 31

#### SAVINGS CLAUSE

If any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

# Attachment A

## Article 32

### DURATION

This Agreement shall be effective on the date subsequent to ratification by the PBA and approval by the Board of Trustees and shall remain in full force and effect through and including September 30, 202~~4~~<sup>1</sup>. Should either party desire to negotiate a new agreement to succeed this agreement, it shall notify the other in writing. Upon such notification, negotiations shall proceed in accordance with the Florida Public Employees Relations Act.

For fiscal year ~~2019-20~~2022-23 and 202~~30~~<sup>1</sup>-2~~4~~<sup>1</sup>, the parties agree to a Wages re-opener. Additionally, each party may re-open for negotiations up to two articles from the contract. The parties shall give notice of intent to re-open negotiations over wages and other articles identified in the notice no later than July 1<sup>st</sup> in ~~2019-2022~~ and ~~2020~~2023. The re-opener notice may be sent U.S. Mail or through an e-mail message to, as applicable, the UCF Chief HR Officer or the identified PBA lead negotiator.

# EXHIBIT A

University of Central Florida – PBA

## GRIEVANCE FORM – STEP 1

(Deliver this form to the appropriate Deputy Chief or Designee at the Police Department)

This grievance was received by the University on \_\_\_\_\_ (date) by:

[CHECK ONE] \_\_\_\_\_ Certified or registered return receipt requested mail; OR  
\_\_\_\_\_ Personal delivery.

**(FAX AND EMAIL DOCUMENTS DO NOT CONSTITUTE AN ACCEPTABLE FORMAT FOR FILING OF GRIEVANCES.)**

GRIEVANT NAME: \_\_\_\_\_

Classification/Title: \_\_\_\_\_ Office Phone: \_\_\_\_\_

**Statement of Grievance:** Article(s) and Section(s) of the Agreement allegedly violated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the alleged incident, act, or occurrence which gave rise to the grievance, including date(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specifically, I request the following action be taken as a remedy to my grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Representation:** I will be represented in this grievance by: [CHECK ONE]  
\_\_\_\_\_ Self \_\_\_\_\_ PBA \_\_\_\_\_ Legal Counsel \_\_\_\_\_ Other

Provide the following information about your Representative:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Grievant**

(This grievance will not be processed if it is not signed by the grievant.)

\_\_\_\_\_  
**Date**

The Step 1 review shall be transmitted to Grievant by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Major or designee shall forward a copy to the Police Chief, the University's Human Resource Executive Director, and Grievant's PBA representative (if any).



# EXHIBIT B

University of Central Florida – PBA

## REQUEST FOR STEP 2

(Deliver this form and attachments to the Police Chief or designee)

This request for review was received by the University on \_\_\_\_\_ (date) by:

[CHECK ONE] \_\_\_\_\_ Certified or registered return receipt requested mail; OR  
\_\_\_\_\_ Personal delivery.

**(FAX AND EMAIL DOCUMENTS DO NOT CONSTITUTE AN ACCEPTABLE FORMAT FOR FILING OF GRIEVANCES.)**

GRIEVANT NAME: \_\_\_\_\_

Classification/Title: \_\_\_\_\_ Office Phone: \_\_\_\_\_

**DATE OF STEP 1 DECISION:** \_\_\_\_\_

Date Step 1 Decision was received by Grievant or Grievant Representative: \_\_\_\_\_

Describe the reasons for requesting that the Step 1 Decision be reviewed by the unit head:

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Specifically, I request the following action be taken as a remedy to my grievance:

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**Representation:** I will be represented in this grievance by: [CHECK ONE]  
\_\_\_\_\_ Self \_\_\_\_\_ PBA \_\_\_\_\_ Legal Counsel \_\_\_\_\_ Other

Provide the following information about your Representative:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Grievant**

\_\_\_\_\_  
**Date**

*(This grievance will not be processed if it is not signed by the grievant.)*

A copy of the following documents should be attached to this Request at the time of its filing with the unit head:

1. Step 1 grievance form filed with University
2. Step 1 decision, if issued
3. All attachments to the Step 1 decision.

# EXHIBIT A

University of Central Florida – PBA

## REQUEST FOR STEP 3

(Deliver this form and attachments to the Executive Director of Human Resources.)

This request for review was received by the University on \_\_\_\_\_ (date) by:

[CHECK ONE] \_\_\_\_\_ Certified or registered return receipt requested mail; OR  
\_\_\_\_\_ Personal delivery.

**(FAX AND EMAIL DOCUMENTS DO NOT CONSTITUTE AN ACCEPTABLE FORMAT FOR FILING OF GRIEVANCES.)**

GRIEVANT NAME: \_\_\_\_\_

Classification/Title: \_\_\_\_\_ Office Phone: \_\_\_\_\_

**DATE OF STEP 2 DECISION:** \_\_\_\_\_

Date Step 2 Decision was received by Grievant or Grievant Representative: \_\_\_\_\_

Describe the reasons for requesting that the Step 2 Decision be reviewed by the unit head/director:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specifically, I request the following action be taken as a remedy to my grievance:

\_\_\_\_\_  
\_\_\_\_\_

**Representation:** I will be represented in this grievance by: [CHECK ONE]  
\_\_\_\_\_ **Self** \_\_\_\_\_ **PBA** \_\_\_\_\_ **Legal Counsel** \_\_\_\_\_ **Other**

Provide the following information about your Representative:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Grievant**

\_\_\_\_\_  
**Date**

*(This grievance will not be processed if it is not signed by the grievant.)*

A copy of the following documents should be attached to this Request at the time of its filing with the unit head:

1. Step 1 grievance form filed with University
2. Step 1 decision, if issued, and any attachments
3. Step 2 grievance form filed with University
4. Step 2 decisions, if issued
5. All attachments to the Step 2 decision