

AGREEMENT

This Agreement is entered into this 31st day of March 2005, between the UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES (hereinafter referred to as the "Board"), and the CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as the "PBA").

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.

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.

Article 2

NON-DISCRIMINATION

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

Section 2. Neither the University nor the PBA shall discriminate against any employee based upon race, color, sex, religion, national origin, age, veteran's status, disability, or marital status. 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. The parties agree and understand that if the University substantively amends its current affirmative action program with respect to bargaining unit employees, the University shall so notify the University 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's amendment. If no such written notification is provided to the University within fifteen (15) days, the University's amendment 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 amendment.

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:

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

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

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

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

I. 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.

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

Section 3. If, in the sole discretion of the University, 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.

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/her 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/her designee, members of the PBA's negotiating committee may be permitted to "flex" their working time if negotiations are scheduled for a time when they are scheduled to be on duty. Under no circumstances will the Police Chief approve "flex" time for attendance at

negotiating sessions where he/she determines that the use of such flex time will result in additional costs to the Department or the reduction of on-duty staff to an unacceptable level.

Section 8. Consultation – Upon the request of the PBA or the University, there shall be a meeting between the Vice President of Administration (or his/her designee) and up to two (2) additional members of his/her management staff and up to three (3) local PBA representatives, or such other number as the parties may mutually agree, to discuss matters pertinent to the implementation or administration of this Agreement, equipment procurement issues, safety issues, labor relations issues, or any other mutually agreed upon matters. Upon written request of either party, one such meeting (consultation) shall be held in the fall semester and one such meeting (consultation) shall be held in the Spring semester. (Additional consultations may be held only by mutual agreement of the parties in writing.) 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 meetings (consultations) may be used to resolve problems or engage in discussions regarding the implementation and 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. Upon the approval of the Police Chief, a local (employee) PBA representative, who is scheduled to be on duty at the time he/she is to attend a consultation meeting, shall be permitted to use "flex" time if such use does not result in additional cost to the Department or reduction of staffing below an acceptable level.

Section 9. Where available, the University shall provide the PBA space on an existing bulletin board in the Police Department Headquarters and at the Rosen School location for PBA use. Where such bulletin board is not available, the Department agrees to provide wall space for the PBA's own bulletin board; provided that such PBA bulletin board shall not be larger than three feet by three feet. 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 10. 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/her 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 11. The PBA may use the Department e-mail to distribute the information specified in Section 9 above to the bargaining unit employees; provided that a copy of such information must be provided to the Chief (or his/her designee) at the time of distribution. Section 10 above shall apply to any such e-mail distribution.

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.

Article 6

DISCIPLINARY ACTION

Section 1. Employees may be demoted, suspended, dismissed, or otherwise disciplined for just cause. Police officers serving their initial (entry) probationary period shall not be permitted to utilize the grievance/arbitration procedure to contest discharge or other disciplinary action taken during probationary periods. Bargaining unit employees serving a promotional probationary period shall be permitted to utilize the grievance/arbitration procedure for all purposes except removal from the promotional position and return to their previous position prior to the conclusion of the promotional probationary period. (Such shall be within the exclusive discretion of the Chief.)

Section 2. The University and the Department shall comply with the procedures set forth in Florida Statutes Chapter 112 (Law Enforcement Officers Bill of Rights), as amended, whenever an officer is under investigation and subject to interrogation.

Section 3. This section 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. Written reprimands shall be subject to the grievance procedure, but only through Step 3 of the grievance procedure.

Section 4. No bargaining unit employee shall be required or compelled to submit to any device/test designed to measure the truth of his/her response(s) to any question(s) asked during an internal investigation. This shall not prohibit the employee from volunteering to submit to such device/test; provided that the employee acknowledges in writing that he/she is submitting to such device/test voluntarily and that the results of the test will become a part of the internal investigation file.

Section 5. All internal investigations will be conducted in compliance with applicable Departmental rules and regulations and Florida Statutes. Employees shall receive a copy of any disciplinary action, which is to be placed in his/her personnel file, at the time such disciplinary action takes place. The privacy of investigations or disciplinary actions shall be governed by Florida law. A citizen making a complaint against an employee covered hereunder shall be requested to reduce such complaint to writing and provide supporting documentation. If the citizen's complaint is verbal, the Department shall reduce it to writing.

Section 6. All employees shall have the right to inspect and make notes of their 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 7. In the event that an employee is charged with conduct which might seriously impede job performance or endanger the public good, such employee, in the discretion of the Chief with the approval of the Human Resources Director, may be suspended with or

without pay pending the outcome of the charges (i.e., the decision to levy or not levy disciplinary action.)

Section 8. Whenever a bargaining unit employee is under investigation and subject to interrogation by the Department or the University for any reason that could lead to disciplinary action, such interrogation shall be conducted under the following conditions:

- A. The employee under investigation shall have the right to be represented by counsel or any other representative of his/her choice who shall be present at all times during such interrogation.
- B. 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.
- C. 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.
- D. The bargaining unit employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he/she shall be informed of the names of all complainants.
- E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. 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.
- G. 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.
- H. 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/she shall be completely informed of all his/her rights prior to the commencement of the interrogation.

- I. 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.
- J. No bargaining unit employee shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his/her employment or appointment, or be threatened with any such treatment, by reason of his/her exercise of the rights granted by this part.
- K. 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:
 - 1. Concluded the investigation with a finding not to proceed with disciplinary action or to file charges; or
 - 2. Concluded the investigation with a finding to proceed with disciplinary action or to file charges.
- L. 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.
- M. Any questioning that is not likely to lead to discipline is not considered interrogation as defined in the Law Enforcement Officer's Bill of Rights.

Section 9. The findings of Internal Affairs Investigations shall be labeled as follows:

- A. Sustained — a finding or a conclusion that an allegation is supported by a preponderance of evidence.
- B. Unfounded — a finding or a conclusion that there is no credible evidence whatsoever to support the allegation.

- C. Not sustained — a finding or a conclusion that sufficient credible evidence was lacking to prove or disprove the allegation.
- D. Exonerated — a finding or a conclusion that the incident occurred, but the individual's actions were lawful or proper.
- E. Policy failure — the allegation is true, that the employee was acting in a manner consistent with Departmental policy. Such a finding may necessitate a review and revision of the policy as written. A finding of "policy failure" must clearly detail how any particular policy is incorrect.

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.

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/her dues in the PBA deducted from his/her 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 canceled by the employee upon thirty (30) days written notice to the University with a copy to the PBA.

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.

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, 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.

Section 3. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

STEP ONE: The aggrieved employee shall present his/her grievance in writing to the Major, or designee, within fourteen (14) calendar days of the occurrence of the event(s) 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 Major or designee shall forward a copy of the grievance to the Police Chief and the University’s Human Resources Director. The Major or his/her designee shall meet with the Grievant, his/her PBA representative (if any), and the supervisor(s) involved, and shall render his/her decision on the grievance in writing with copies to the Grievant, the Police Chief, the Human Resources 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/her designee. The grievance shall be filed with the Police Chief within fourteen (14) calendar days after the Major or designee’s response in STEP ONE above. The Police Chief or his/her designee shall conduct a fact-finding meeting with the Grievant, his/her PBA representative (if any), and the Major or designee. Thereafter, the Police Chief, or his/her designee, shall issue his/her decision in writing on the grievance, with copies to the Grievant, the Human Resources Director, and the PBA within fourteen (14) calendar days after presentation of the grievance at the fact-finding meeting. 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.

STEP THREE: Any grievance which cannot be satisfactorily settled in STEP TWO above shall then be taken up with the President, or his/her designee. The grievance, as specified in writing in STEP ONE above, shall be filed with the President, or his/her designee, within fourteen (14) calendar days after the date of the Police Chief's response in STEP TWO above. The President, or his/her designee, will conduct a meeting with the Grievant, his/her PBA representative and appropriate Department management. Thereafter, the President, or his/her designee, shall issue his/her 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.

Section 4. If the Grievant is not satisfied with the decision of the President, or his/her designee, in STEP THREE above, the Grievant may request arbitration by hand delivery or by certified or registered mail of a written notice to the President within thirty (30) calendar days of receipt of the President's written decision. 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 STEP TWO of the grievance procedure.

Section 5. Selection of Arbitrator

- A. Within sixty days after ratification of this Agreement, the University and PBA shall select an Arbitration Panel. The panel shall have nine (9) members who are mutually selected by the University and PBA to serve for the term of this Agreement. If agreement is not reached on one or more of the arbitrators, the remaining arbitrators shall be selected by alternately striking from a list until the required number of names remains. The list shall be compiled by each party appointing an equal number of persons. The party to strike first shall be determined by the flip of a coin.
- B. Within thirty days after the University's receipt of a notice of arbitration, the parties shall select an arbitrator to hear the case by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a coin. By mutual agreement, the parties may select an arbitrator who is not a member of the Arbitration Panel.

Section 6. 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.

Section 7. The arbitrator will confine his/her consideration and determination to the written grievance presented in STEP TWO of the grievance procedure. The arbitrator shall have no authority to substitute his/her 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.

Section 8. 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.

Section 9. 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 and/or interim earnings that he/she received during the period involved.

Section 10. 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.

Section 11. It is agreed, with respect to this grievance and arbitration procedure, that:

- A. 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.
- B. 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 will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not the subject of a timely

response by the University or by the Department shall require the Grievant to proceed to the next Step, and failure of the Grievant to proceed on a timely basis to the next Step shall bar the grievance.

- C. The parties may mutually agree in writing to extend any deadline under the Grievance/Arbitration procedure.
- D. If any deadline falls on a Saturday or Sunday, or University holiday, the action subject to the deadline will be deemed timely if accomplished by close of business the next business day.

Section 12. Nothing in this Article shall be construed to prevent any employee from presenting his/her own grievance with whomever he/she 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/herself 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.

Section 13. 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 fourteen (14) calendar days of the occurrence of the events which gave rise to the grievance. The grievance shall be signed by one or more aggrieved employee. Thereafter, the grievance shall be processed in accordance with the procedures set forth in STEPS TWO and THREE above; provided, however, that the grievance must contain the detailed information required in STEP ONE above.

Section 14. A non-dues-paying bargaining unit employee may avail himself/herself 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/her own case and his/her arbitration expenses as set forth in Section 6 above.

Section 15. 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.

Article 9

LABOR-MANAGEMENT COMMITTEE

Section 1. There shall be a Labor-Management Committee which shall consist of three (3) members who shall be designated in writing by the PBA and the Police Chief, the Human Resources Director, and one additional member designated by the University/Department.

Section 2. The Labor-Management Committee shall meet on a quarterly basis on dates mutually agreed upon by the participants. If neither party requests a Labor-Management Committee meeting for a given calendar quarter (e.g., January – March, April – June, etc.), 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 “off-the-record” in nature unless the parties mutually agree to issue a joint written document addressing a particular item.

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 at a time when he/she is on-duty may be permitted to use "flex" time if such use does not result in additional cost to the Department or reduction of staffing below an acceptable level.

Section 5. With the permission of the Police Chief, one (1) on duty Employee Representative may attend (without loss of pay) a scheduled Board of Trustees meeting where the Board of Trustees is voting to approve a final collective bargaining agreement negotiated between the parties hereto and ratified by the PBA.

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/her 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.

Section 3. Review of Acting Rank Status

An employee who claims that he/she 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/her claim. Such review must be requested within ten (10) calendar days of the date for which the employee is claiming credit for temporary service in a higher classification.

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

A. When the University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University. The University agrees to replace bullet resistant vest upon the expiration of the manufacturer's warranty. The bullet resistant vest shall be fitted to each individual officer. The University and the PBA also shall strongly encourage its officers to wear the vest but it shall not be mandatory, however, the university reserves the right to require the wearing of the vest under specified conditions or special circumstances

B. When an employee believes an unsafe or unhealthy working condition exists, the employee shall immediately report the condition to his/her 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.

Section 4. Each bargaining unit employee shall be required to successfully complete (and pass) 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 7 minutes. (Applicants scoring above 7 minutes fail.)

Section 5. Each bargaining unit employee shall be scheduled to take the physical abilities test on an annual basis at a time designated by the Department normally within the period from November 15 through April 15; provided, however, that the physical abilities test taken in Fiscal Year 2005-2006 (i.e., July 1, 2005 through June 30, 2006) shall be for the purpose of practice (providing a baseline), and the disincentives set forth in Section 6 below shall not apply until Fiscal Year 2006-2007.

Section 6. No employee will be eligible for any wage increase unless he/she has passed his/her physical abilities test prior to the date the raise is to be awarded. However an employee who fails the test at the time scheduled by the Department shall be allowed to take a retest (1) within forty-five (45) days. If the employee passes such retest, he/she shall receive the wage increase retroactive to his/her original eligibility date. No bargaining unit employee will be eligible to take a promotional examination if he/she has not passed the annual physical abilities test prior to the announcement of the promotional examination.

Section 7. An employee who has a bona fide medical condition or injury which prevents him/her from 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 employees medical condition or injury (if such medical condition or injury is temporary); whether the test may be modified so as to accommodate the employees 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 8. 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/she 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.

Section 9. 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 10. Nothing in this Article will prevent the employee from obtaining his/her own medical and/or Psychological examination at the employees expense to be utilized in the grievance procedure.

Article 12

PERFORMANCE EVALUATIONS

Section 1. Performance Evaluations.

A. Where an employee who has attained regular status in the class does not meet performance standards, the University shall develop a performance plan intended to correct performance deficiencies.

B. 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 was not done in an arbitrary and capricious manner.

C. The employee may be removed from his/her class no sooner than sixty (60) days after receipt of the improvement plan if the Police Chief determines that adequate improvement in performance is not made.

D. 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 plan. To successfully contest his/her termination or demotion for failure to correct his/her performance deficiencies in accordance with the Department's performance plan, the employee must establish that the action taken by the Department was arbitrary and capricious. The grievance and arbitration procedure (Article 8) shall be the sole and exclusive procedure for contesting termination or demotion hereunder.

Article 13

WORKDAY, WORK PERIOD, AND OVERTIME

Section 1. Work Period

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

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

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

D. Under no circumstances shall sick leave, vacation leave, or any other time not actually worked count as "time worked" or "hours worked" for purposes of calculating entitlement to overtime compensation. (Note: This applies to regular overtime not special duty overtime, which shall continue to follow existing policy.)

E. An employee will be given fourteen (14) days' notice of a change in the employee's workweek, work hours, or days off, except in an emergency or to meet unforeseen law enforcement needs.

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

Section 2. Workday

A. For the purpose of this Agreement, workday shall mean the time during which an employee is on scheduled duty. A regular workday shall be twelve (12) hours for officers assigned to Patrol, 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.

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

Section 3. Compensatory Time

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

B. An employee may elect to sell back up to two forty (40) hour increments of special compensatory time and up to two forty (40) hour increments of 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.)

Section 4. Compensation for Special Duty

Compensation for Special Duty shall be governed by existing policy. 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.

Section 5. Shift Selection (Bids)

Shift selection (bids) shall be conducted twice a year pursuant to the procedure in effect at the time of execution of this Agreement. The Department shall notify the employees of the available shifts and available slots (e.g., sergeant, corporal, emergency response team member, motorcycle, etc.) on each shift, and the employees shall select such shifts and slots by seniority. The Department will honor selections unless it is unable to fill a designated slot with a qualified employee. In such case, the Department shall have the right to fill the vacant slot(s) with the most qualified employee.

Article 14

BENEFITS

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 University shall assign a victim advocate or any other employee to assist the surviving spouse and family to obtain all applicable survivor's benefits.

Section 3. Retired Employees.

A. 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.

B. Under normal retirement (i.e., 55 years of age plus 10 years of service with the University Police Department or 25 years of service with the University Police Department), including disability retirement, an employee shall be presented one complete uniform, including the badge worn by him/her, and an identification card clearly marked "RETIRED" consistent with the provisions of §112.193, Florida Statutes. The employee shall be presented his/her 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. Award Program. The University agrees to promote a program of recognition awards for employees which shall include:

- A. Upon promotion, a framed certificate certifying the promotion;
- B. Awards for bravery and outstanding service;
- C. 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; and
- D. Upon normal retirement, an identification card and badge reflecting a one "military grade" honorary promotion.

Article 15

TRAINING OPPORTUNITIES

Section 1. 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 a reasonable effort 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.

Section 2. Tuition Free Course Program

The University is encouraged to accommodate employees seeking to take courses under the tuition-free course program referenced in UCF Employment Policies and Rules.

Article 16

CHANGE IN ASSIGNMENT

An employee with regular status in his/her 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/her discretion, from filling a vacancy or changing an assignment in accordance with his/her determination of the needs of the Department.

Article 17

COURT APPEARANCES AND CALL-BACK

Section 1. Court Appearances. If an employee is subpoenaed to appear as a witness in a job-related court case, 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.

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

Section 3. On-Call Assignment (Investigations Unit). "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 Investigations Unit (either in an Investigator rank or pursuant to an assignment as an Investigator) 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. "On-call" status employee (Investigator rank or assigned as Investigator) 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 Investigator rank or is assigned as an Investigator and is performing the required "on-call" assignments.

Article 18

LAY-OFFS

Section 1. In the event of a lay-off, the University shall implement lay-off in accordance with the procedures contained in the Rules and Regulations applicable to such action.

Section 2. 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. 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, signify his/her intention to return to work, in writing, to the Office of the Police Chief. Failure of the employee to provide timely notice hereunder shall result in forfeiture of recall rights.

Article 19

PENSION

Pension will be as required by the State of Florida.

Article 20

PROMOTIONS

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

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

Section 3. Only those employees who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, and who have attained regular status in their current or a previous certified law enforcement class, or anticipate attaining such regular status no later than January 1 prior to the May exam, shall be eligible for any promotional exam.

Section 4. An employee must submit a request to take the promotional exam to the University human resource office no later than the first business day after January 1 of each calendar year. Such request shall indicate the class(es) to which the employee would like to be promoted.

Section 5. Employees will be notified in writing of their eligibility or ineligibility for the class(es) to which he/she applied for promotion.

Section 6. The Exam Administrator is to notify the University Human Resource Office and the Director (Chief) no later than January 15 of each calendar year, regarding: the date(s) of the exam; the place where the exam will be administered; the major categories to be covered by the exam; and the bibliography of courses from which exam questions have been taken (e.g., name of textbooks, departmental policies, general orders, special orders, etc.). The passing score that must be attained will be established by the Exam Administrator.

Section 7. No later than February 1st of each calendar year, the University shall furnish to those eligible employees whose exam requests are on file in the University, a copy of the "NOTICE OF PROMOTIONAL EXAM" issued by the Exam Administrator. Only those employees whose names are furnished to the Exam Administrator will be eligible to take the promotional exam.

Section 8. The Exam Administrator will notify each employee who takes a promotional exam of the exam results. The exam results shall also be provided to the Director (Chief).

Section 9. Placement on the appropriate promotional list will be based on numerical scores calculated using the following factors:

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

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

Section 10. If the University uses oral interviews, such interviews will not be counted in the total score as calculated pursuant to Section 9 above. The local PBA representative will be provided the names of the individuals to serve on the interview committee. Questions asked at

the oral interview will be limited to those that are clearly job related and the same questions will be asked of all applicants.

Section 11. The University promotional list shall be effective July 1st of each calendar year. Names shall be retained on the promotional list for a period of one year.

Section 12. The University's promotional list, consisting of the name, final score, and position on the appropriate list, shall be furnished to each employee who passed the written exam.

Section 13. 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 the highest five (5) numerical scores on the University's promotional list. However, the University shall have the discretion to fill a vacancy from only the highest five (5) numerical scores of current University employees contained on the University's promotional list.

Section 14. Employees who do not receive a promotion for which they applied will retain their position on the promotional list. When an employee declines a promotional opportunity for which he/she had previously applied, the employee shall not be considered for promotion for the duration of that list.

Section 15. Any police officer with a minimum of three (3) consecutive years of employment in the Department as a sworn law enforcement officer immediately prior to the promotional examination shall be eligible to take a promotional examination for Sergeant if he/she otherwise meets all of the qualifications for the promotion. Service as a Corporal shall not be a prerequisite for promotion to Sergeant.

Section 16. Any police officer with a minimum of two (2) consecutive years of employment in the Department as a sworn law enforcement officer immediately prior to the promotional examination shall be eligible to take a promotional examination for Corporal if he/she otherwise meets all of the qualifications for the promotion.

Section 17. No employee shall be eligible for promotion unless he/she has been ranked overall "Satisfactory" or higher on his/her last two (2) Performance Evaluations. No employee shall be eligible for promotion if he/she has received formal disciplinary action for an incident occurring within twelve (12) months prior to the actual appointment (promotion). No employee shall be eligible for promotion if he/she has not passed the most recent physical abilities test set forth in this Agreement.

Section 18. Effective Upon Execution of this Agreement:

A. Existing Investigators shall be converted to regular Sergeants upon the execution of this Agreement. The Investigator position shall become an assignment (i.e., Investigator shall not be a promotional rank), except for two Investigator positions (now Sergeants) which shall remain as lead positions within the Investigations unit. Should any of the current Investigators

(now Sergeants) leave Investigations, their positions shall be filled by assignment (not promotion).

B. Any police officer with a minimum of three (3) consecutive years of employment in the Department immediately prior to the assignment shall be eligible for the investigations assignment. The number of Investigator assigned and the length of their assignments shall be within the exclusive discretion of the Chief. Absent intervening operational or personal considerations, Investigator assignments hereunder will normally be for a year (subject to extension or reduction by the Chief). Law Enforcement Officers and Corporals assigned to work in the Investigations unit, effective upon execution of this Agreement or thereafter, will receive a 5% differential added to their base pay for the period of their assignment. Sergeants assigned to work in the Investigations unit will receive no change in base pay for the period of their assignment.

Article 21

LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

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

Article 22

VOTING

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

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.

Article 24

PREVAILING RIGHTS

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

Article 25

LEAVE AND HOLIDAYS

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

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. The University shall consult with the PBA prior to changing the existing holiday policy.

Article 26

VEHICLES

Section 1. Commencing Fiscal Year 2004-2005, the University will phase in take-home vehicles/motorcycles for bargaining unit employees on a pilot program basis. To the extent vehicles are (or become) available, take-home vehicles will be issued in order of rank and seniority within rank; provided that the Chief shall have the exclusive discretion to assign take-home vehicles to bargaining unit employees in specialized units or functions without regard to rank and seniority within rank. Take-home vehicles will not be assigned to bargaining unit employees who reside more than ten air miles from the University. Further, employees assigned take-home vehicles must comply with all Departmental regulations 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.

Section 2. The introduction of take-home vehicles/motorcycles is being instituted on a pilot program basis. At any time subsequent to Fiscal Year 2004-2005, should the University determine that the take-home vehicle program is not economically or operationally feasible, it shall have the sole and exclusive discretion to terminate the program upon ninety days notice to the PBA. Upon the issuance of the aforesaid notice of termination, the University shall meet with the PBA to discuss the termination of the program and all issues relating thereto.

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.

A. 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 \$350.00 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 \$150.00 annually, unless shoes are furnished by the University.

B. Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of \$400.00 annually, and a shoe allowance in the amount of \$150.00 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/her employment, who suffers damage to or destruction of his/her 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/her 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 Lieutenant, who shall render his/her 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.

Article 28

NO SMOKING POLICY

Section 1. The use of tobacco products at the University of Central Florida police facility is permitted only outside the Police Department building.

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

Section 3. Personnel who smoke shall use discretion so as not to offend any member of the public or University or Departmental employee.

Section 4. All tobacco waste products such as cigarette butts and used smokeless tobacco shall be disposed of in a lawful, healthy, clean, and safe manner.

Article 29

WAGES

Section 1. Salary Increases. The following shall be the wage increases for Fiscal Year 2005-2006.

A. Each eligible employee shall receive a general salary increase of 3.6% to the employee's July 31, 2005, annual base rate of pay effective August 1, 2005.

- B. The pay ranges for each of the respective ranks are as follows:
1. Officer: NA - \$47,940
 2. Corporal: \$38,760 - \$53,040
 3. Sergeant: \$42,840 - \$63,240

Part-time employees shall receive proportional increases.

- C. A one-time compression adjustment to the employee's base rate of pay will be provided by the University. Within the adjustment there will be two different and separate qualifiers. One will be based on full years of sworn service to the University and one will be based on full years in current rank. (Full years will be calculated using the effective date of the salary increase.) Both adjustments will utilize the calculation of a compa-ratio. (The compa-ratio (CR) is calculated by taking the employee's current rate and dividing it by the midpoint of the range for the appropriate rank.) Each employee will receive the adjustment(s) for which they qualify to their base rate of pay.

The adjustment for current rank shall be calculated as follows:

- If current rank is greater than 4 years and the CR is less than 91% - \$350.00.
- If current rank is greater than 4 and less than 8 years and CR is less than 100% - \$350.00.
- If current rank is greater than 7 and less than 11 years and CR is less than 109% - \$350.00.
- If current rank is greater than 10 and less than 14 and CR is less than 117% - \$350.00.
- If current rank is greater than 13 years and CR is less than 117% - \$350.00.

The adjustment for sworn years shall be calculated as follows:

- If sworn years are greater than 7 and CR is less than 91% - \$350.00.
- If sworn years are greater than 7 and less than 10 and CR is less than 100% - \$350.00.
- If sworn years are greater than 9 and less than 13 and CR is less than 109% - \$350.00.

- If sworn years are greater than 12 and less than 16 and CR is less than 117% - \$350.00.
- If sworn years are greater than 15 and CR is less than 117% - \$350.00.

Each bullet point is calculated on an individual basis.

This one-time adjustment is effective the first pay period after ratification of the contract by the parties.

D. Part-time employees shall receive proportional salary increases.

Section 2. Eligibility Criteria.

A. 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. If the employee attains at least a satisfactory performance evaluation prior to July 1, 2006, the employee will then receive the increase described in Section 1A. Such delayed increase shall be effective on the date of that performance evaluation and shall not be retroactive.

B. Employees are eligible for the increases referenced in 1A if they were employed in a regular position on June 30, 2005 and continuously employed until implementation of the salary increases. Current employees at salary range minimums, upon implementation of the salary increases, meeting all other eligibility criteria except the June 30, 2005 criteria, shall receive a 2.0% salary increase to the employee's annual base rate of pay effective upon their date of appointment.

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

Section 3. Other Funds. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the University shall seek to have the contract or grant modified to permit such increases.

Section 4. Nothing contained herein prevents the University from providing salary increases beyond those increases specified.

Section 5. Wage Re-opener (2006-2007). This contract may be reopened pursuant to written notice to the University by the PBA between May 15, 2006 and July 15, 2006 for the limited purpose of negotiating Article 29 (Wages) and up to two additional articles selected by the PBA; providing that if the PBA selects such additional articles, the University may also select up to two additional articles for negotiations.

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.

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.

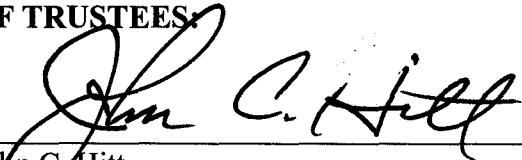
Article 32

DURATION

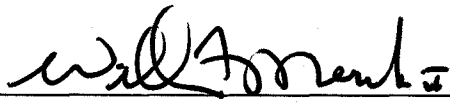
This Agreement shall be effective on the date subsequent to ratification by the PBA and approval by the University or the Trustees and shall remain in full force and effect through and including September 30, 2007. Should either party desire to negotiate a new agreement to succeed this agreement, it shall notify the other in writing no later than May 15, 2007. Upon such notification, negotiations shall proceed in accordance with the Florida Public Employees Relations Act.

IN WITNESS THEREOF, the parties have set their signatures this 26th day of April, 2005.

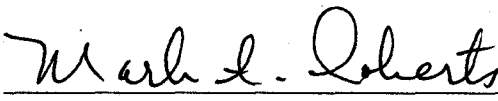
**FOR THE UNIVERSITY OF
CENTRAL FLORIDA BOARD
OF TRUSTEES:**




John C. Hitt
President



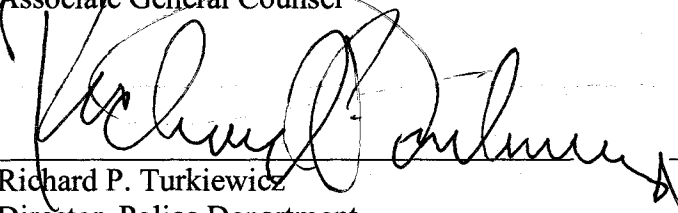
William F. Merck II
Vice-President, Administration & Finance



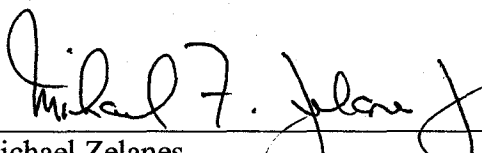
Mark A. Roberts
Director, Human Resources



Youndy C. Cook
Associate General Counsel




Richard P. Turkiewicz
Director, Police Department

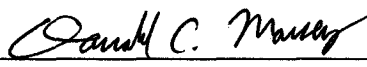


Michael Zelanis
Associate Director, Police Department

**FOR THE CENTRAL FLORIDA
POLICE BENEVOLENT
ASSOCIATION, INC.:**



Michael P. Hines
Chief Negotiator



Donald C. Massey
Chair, Negotiating Committee