

## **AGREEMENT**

This Agreement is entered into this 1<sup>st</sup> day October of 2009, 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”).

## 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 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, sexual orientation, 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. 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

### 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. The PBA local university representative shall be notified in writing of any proposed changes and additions to Departmental general orders, policies or substantive procedures fifteen (15) 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 local university representative may submit to the Chief, his written recommendations within one week of notification. The parties agree that this provision shall not be grievable.

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 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.

## 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 "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 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. 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 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 9 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 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

### 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:

- A. 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.
- 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 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 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:

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.

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:

- 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 consistent with departmental policy.

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 or her 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. 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 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.

Section 16. Probationary Periods. Law Enforcement Officers serve a one year probationary period that begins on the calendar day subsequent to the certification date as confirmed by the Florida Department of Law Enforcement. Law Enforcement Corporals and Sergeants serve a one year probationary period that begins on the date of appointment. 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 classification prior to the conclusion of the promotional probationary period. (Such shall be within the exclusive discretion of the Chief.)

Section 17. 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 his personnel file.

Section 18. 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.

Section 19. Written reprimands shall be subject to the grievance procedure, but only through Step 3 of the grievance procedure. Suspension, dismissals, disciplinary demotions, and reductions in base pay for disciplinary reasons may be grieved and processed through the arbitration step. The grievance of a dismissal may be started at Step 2 of the grievance procedure to expedite the processing of the grievance.

## 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 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 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:

STEP ONE: The aggrieved employee shall present his grievance in writing to the Major, or designee, within fourteen (14) calendar days from the date following the act or omission giving rise to the grievance, or fourteen (14) 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 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 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 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 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 designee shall conduct a fact-finding meeting with the Grievant, his PBA representative (if any), and the Major or 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 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 Human Resources Director, or his designee. The grievance, as specified in writing in STEP ONE above, shall be filed with the Human Resources Director, or his designee, within fourteen (14) calendar days after the date of the Police Chief's response in STEP TWO above. The Human Resources Director, or his designee, will conduct a meeting with the Grievant, his PBA representative and appropriate Department management. Thereafter, the Human Resources 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. If the Grievant is not satisfied with the decision of the Human Resources Director, or his designee, in STEP THREE above, the Grievant may submit notice of arbitration by hand delivery or by certified or registered mail of a written notice to the Human Resources Director within thirty (30) calendar days of receipt of the Human Resources Director's written decision, utilizing the Arbitration Request Form listed in this Agreement as Exhibit D. 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 five (5) 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 fifteen 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 consideration and determination to the written grievance presented in STEP TWO 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.

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 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.

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 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.

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 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.

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.

Section 16. The parties may mutually agree to waive Steps 1 and 2 of the grievance procedure in order to expedite the processing of a grievance.

## Article 9

### LABOR-MANAGEMENT COMMITTEE AND CONSULTATION

Section 1. Labor-Management Committee. 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 “informal” in nature. The parties may 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 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.

Section 6. Consultation. Upon the mutual agreement of the PBA and the University, there shall be a 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, or such other number as the parties may mutually agree, to discuss matters pertinent to the implementation or 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 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 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.

## 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 five 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.

## 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.) 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 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.

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.

Section 7. No employee will be eligible for any wage increase unless he/she has passed his/her 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 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 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/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 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 his/her own medical and/or psychological examination at the employee's 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 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.

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 class no sooner than ninety (90) days after receipt of the Performance 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 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 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.) Special Duty Overtime is defined as compensation paid by an outside entity for approved off-duty work.

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

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

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

event, calls in sick prior to the event utilizing standard procedures, the Department shall be responsible to find a replacement, if any.

Section 2. Workday

A. For the purpose of this Agreement, workday shall mean the time during which an employee is on scheduled duty. A regular workday shall be twelve (12) hours for officers assigned to Patrol, 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 regular workday. Subject to work requirements, employees shall be allowed a fifteen (15) minute rest period during the first half of the workday and a fifteen (15) minute rest period during the second half of the work day.

Section 3. Compensatory Time

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

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

Section 4. Compensation for Special Duty

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. This two (2) hour guarantee applies to each continuous period of special duty, even if occurring during the same event. (For purposes of example only, this means that if an employee reports for special duty for a period of time and then is asked to report back three hours later for additional special duty, the employee will receive the two (2) hour guarantee for both periods of special duty for a total of four (4) hours or the actual hours worked, whichever is greater.)

Section 5. Shift Selection (Bids)

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 for all positions other than patrol shifts. Patrol shifts shall be governed by seniority. Agency Seniority, as herein used, 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 an Law Enforcement Officer.

## 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 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 six years of service 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. 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.

## 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 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.

Section 2. 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.

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.

## 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.

Section 4. K-9 Handlers will receive thirty (30) minutes of compensable time per calendar day while assigned to handle a department canine.

## 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. 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. 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.

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.

## Article 20

### PROMOTIONS

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

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

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

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

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

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

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

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

A.	Written Examination	Test Score (Actual Points)
B.	Seniority	.5 points for each full year of certified service at UCFPD (to a maximum of 5 points)
C.	Education	
	1. Associates Degree	2 points
	2. Bachelors Degree	4 points (maximum of 4 pts for post-secondary school education)
	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 points until three annual performance evaluations (0 to 5 points)
F.	Awards	
	Officer of the Year (internal)	1 point per award (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 points

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

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

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

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

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

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

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

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

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

Section 16. No employee shall be eligible for promotion unless he has been ranked overall "Satisfactory" or higher on his last two (2) Performance Evaluations. No employee shall be eligible for promotion if he has received formal disciplinary action for

an incident occurring within twelve (12) months prior to the actual appointment (promotion).

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

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

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

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 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.

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 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 and this agreement.

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

A. 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

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

## Article 26

### VEHICLES

Section 1. The University will phase in take-home vehicles/motorcycles for bargaining unit employees. 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.

## 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 that 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 \$400.00 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 \$450.00 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 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 Lieutenant, 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.

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).

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, in designated areas.

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. There are no salary increases authorized for Fiscal Year 2009-2010.

The pay ranges for each of the respective ranks are as follows:

1. Officer: \$35,440 - \$49,378
2. Corporal: \$40,700- \$54,631
3. Sergeant: \$45,790 - \$65,137

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.

Section 2. Nothing contained herein prevents the University from providing salary increases beyond those increases specified. Prior to such salary increases being administered, the University shall consult with PBA representative(s).

## 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 Board of Trustees and shall remain in full force and effect through and including September 30, 2012. 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 2010-11 and 2011-12, 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 2010 and 2011. The re-opener notice may be sent U.S. Mail or through an e-mail message to, as applicable, the UCF HR director or the identified PBA lead negotiator.

# EXHIBIT A

**University of Central Florida – PBA  
GRIEVANCE FORM – STEP 1  
(Deliver this form to the appropriate Major 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]** \_\_\_\_\_ PBA \_\_\_\_\_ Myself

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.)*

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 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)**

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:

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

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]** \_\_\_\_\_ PBA \_\_\_\_\_ Myself

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 C

**University of Central Florida – PBA  
REQUEST FOR STEP 3  
(Deliver this form and attachments to 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]** \_\_\_\_\_ PBA \_\_\_\_\_ Myself

Provide the following information for your Representative:

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

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

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

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

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

*(The grievance will not be processed unless signed by the grievant)*

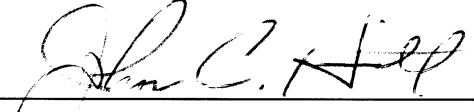
A copy of the following documents should be attached to this Request at the time of its filing with the unit head:

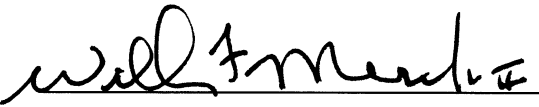
1. Step 1 grievance form filed with University
2. Step 1 decision, if issued, and any attachments
3. Step 2 grievance form filed with University
4. Step 2 decisions, if issued
5. All attachments to the Step 2 decision

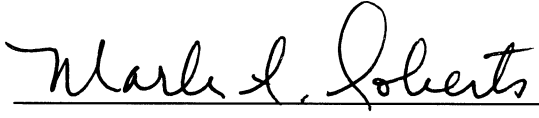


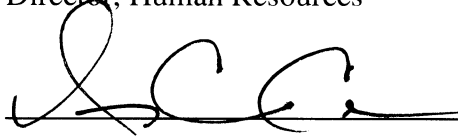
IN WITNESS THEREOF, the parties have set their signatures this \_\_\_\_ day of April, 2010.

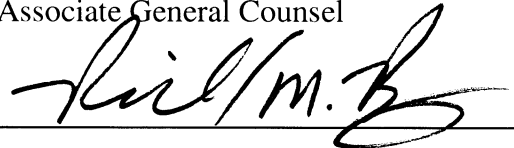
**FOR THE UNIVERSITY OF  
CENTRAL FLORIDA BOARD  
OF TRUSTEES:**

  
\_\_\_\_\_  
John C. Hitt  
President


  
\_\_\_\_\_  
William F. Merck II  
Vice President, Administration and Finance

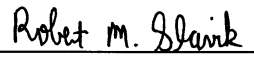
  
\_\_\_\_\_  
Mark A. Roberts  
Director, Human Resources

  
\_\_\_\_\_  
Yvondy C. Cook  
Associate General Counsel

  
\_\_\_\_\_  
Richard M. Beary  
Director, Police Department

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

  
\_\_\_\_\_  
Steve Micciche  
Chief Negotiator

  
\_\_\_\_\_  
Robert Slavik  
Chair, Negotiating Committee

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