

Article 11

HEALTH AND SAFETY AND PHYSICAL FITNESS

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

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

Section 3. Employee Health and Safety

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

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

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

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

3.1.4 Officers shall wear only University-approved body armor.

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

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

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

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

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

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

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

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

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

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

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

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

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

- 4 minutes or under – 16 hrs comp
- 4 minutes 1 second to 4:30 – 12 hours
- 4 minutes 31 second to 5 minutes – 8 hours

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

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

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

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

9.1. The University is committed to improving health and wellness of each employee. Each employee that participates in an annual physical with their physician and/ or who participates in a mental health check-in with a professional certified to provide said check in through the university's free Employee Assistance Program, shall be awarded ~~(6)~~eight hours of compensatory time for each effort (up to ~~(12)~~16 hours annually), to be added to their special compensatory leave bank.

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

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

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

Article 13

WORKDAY, WORK PERIOD, AND OVERTIME

Section 1. Work Period

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

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

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

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

1.5 This paragraph relates to an employee's ongoing, regular workweek, work hours, or days off. An employee will be given ten (10) calendar days' notice of a change in the employee's workweek, work hours, or days off, except in an emergency or to meet unforeseen law enforcement needs. Special duty and overtime assignments do not change an employee's regular workweek, work hours, or days off and therefore are not covered by this paragraph.

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

1.7 The Department will not mandate overtime for special events at the Arena or Stadium, UNLESS the Department gives the unit member at least three (3) calendar days' notice of the special event assignment or there is an unforeseen law enforcement need. An employee who has volunteered for a special event and then must call in sick, shall normally contact the Department at least five hours in advance of the special event report time, utilizing standard procedures. If an employee who is scheduled to work a special event, calls in sick prior to the event utilizing standard procedures, the Department shall be responsible to find a replacement, if any.

Section 2. Workday

2.1 For the purpose of this Agreement, workday shall mean the time during which an employee is on scheduled duty. A regular workday shall be twelve (12) hours for officers assigned to Patrol, and eight (8) hours or ten (10) for all other bargaining unit employees. It is understood

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that officers assigned to Patrol will work six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in a work period.

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

Section 3. Compensatory Time

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

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

Section 4. Compensation for Special Duty

4.1 When an employee works an event for which the department is reimbursed at a premium rate of pay, and such event is outside the employee's regularly scheduled work period, and a holiday(s) occurs or the employee uses sick leave, annual leave, or administrative leave in that work period, such employee will receive premium (time and one-half) pay for hours worked at that event. K-9 officers shall receive a minimum of forty-five dollars (\$45.00) per hour, or the premium time, whichever is greater, for all time worked on the special duty assignment while working the event with his K-9.

4.2 An employee reporting to a special duty event shall be guaranteed ~~four~~~~two~~~~(2)~~ hours of pay if an event is canceled ~~or concluded~~ prior to the end of the ~~two~~~~four~~-hour period covered by the guaranteed pay provision. If an event is concluded prior to one hour, the employee will be paid for two hours. If an event is concluded after one hour, but less than four hours, the employee shall be paid for four hours. 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)~~~~four~~ hours. If, after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed ~~four~~~~two~~~~(2)~~ hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed ~~two~~~~(2)~~~~four~~-hour period. This ~~two~~~~(2)~~~~four~~-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)~~~~four~~-hour guarantee for both periods of special duty for a total of ~~four~~~~(4)~~eight hours or the actual hours worked, whichever is greater.)

Section 5. Patrol Shift Selection (Bids)

5.1 Patrol shift selection shall be conducted ~~once~~twice a year. The employees shall select posted shifts and slots by seniority; except that up to one employee on each patrol shift may be assigned by the Department without regard to seniority. The Department will honor selections unless it is unable to fill a designated slot with a qualified employee or in order to staff the positions on each patrol shift without regard to seniority. In such case where there is not a qualified person who bid to fill a slot, the Department shall have the right to fill the vacant slot(s) with the most qualified employee. Agency Seniority, as used in this section, is defined as the time accruing to bargaining unit employees through continuous sworn full-time service while employed by the University. In the event that two or more personnel have the same Rank Seniority which is the same date of promotion to the rank, the employee with the most Rank Seniority held in the next lower rank shall have preference. Agency Seniority shall have preference if all Rank Seniority is equal. Agency Seniority shall start from the day an employee is hired to perform law enforcement services (sworn hire date) and shall not accrue while an employee is attending a law enforcement academy in order to be State certified as a Law Enforcement Officer. In the rare circumstances of all determining factors of Rank seniority, Agency seniority are equal as described above, and the parties cannot resolve the issue, then Agency seniority shall be determined by the date police certification in Florida was received by the unit member.

5.2 With respect to employees assigned without regard to seniority in accordance with Section 5A above, no employee shall be so assigned more than once every three years.

5.3 With respect to employees assigned without regard to seniority in accordance with Section 5A above, any such assignment shall be for the duration of the posted shift cycle.

With respect to employees assigned without regard to seniority in accordance with Section 5.1 above, employees shall be given a written reason(s) as to the assignment.

Section 6. Patrol and Shift Differential

6.1 A payment of patrol differential of \$0.25 per hour for unit members who work patrol day shifts.

6.2 Patrol unit members will be paid a shift differential salary additive for the entire shift when regularly assigned to work an evening or night shift of \$2.00 per hour where the majority of hours fall between 6:00 p.m. and 6:00 a.m.

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

6.4 Employees who select a shift or are assigned a shift according to the annual shift selection process are eligible to receive a shift and/or patrol differential additive. Exceptions to this section may be approved by the chief for new hires and if an assignment is made between shift selection processes for a period of at least six pay periods.

Article 20
PROBATIONARY PERIODS AND PROMOTIONS

Section 1. Probationary Periods:

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

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

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

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

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

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

2.2 An employee must submit a request to take a promotional exam to the UCF Police Department Human Resources liaison no later than the first business day after January 1 of each calendar year. Failure by the employee to submit such request will disqualify the employee from eligibility to take the promotional examination.

2.3 Employees will be notified in writing of their eligibility or ineligibility

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for the promotional examinations for which they have submitted a request. Supervisor promotional exams shall be given on even numbered years. Police Officer First Class promotional examinations shall be given on odd numbered years.

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

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

2.6 The Exam Administrator will notify each employee who takes a promotional exam of the exam results. The exam results shall also be provided to the Chief.

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

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

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

2.10 Eligibility to Take Promotional Examination(s).
Supervisor Exam. Any certified police officer who has immediately prior to the promotion examination - (i) a minimum of two (2) consecutive years of employment in the Department as a certified law enforcement officer; or (ii) a minimum of one consecutive year in the Department as a certified law enforcement officer plus a minimum of two consecutive years of certified law enforcement experience in another law enforcement agency - shall be eligible to take the promotional examination for Supervisor if the officer 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 3. Promotion Eligibility and Promotions.

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

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3.2 Upon the passing of the Supervisor exam, the unit member is eligible to be promoted to the rank of Corporal. Successful completion of the probationary period in the rank of Corporal shall be a prerequisite for promotion to Sergeant.

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

3.4 If the University uses oral interviews, at least one (1) of the interviewers must be from an outside law enforcement agency. The local PBA representative will be provided the names of the individuals to serve on the interview committee. Questions asked at the oral interview will be limited to those that are clearly job related and the same questions will be asked of all applicants.

3.5 Except where a vacancy is filled by demoting a law enforcement employee or by reassignment, the only employees who may be considered for a vacancy shall be those having passed the written promotional exam and who are actively on the University's promotional list. All qualified employees shall be interviewed in such case. This provision does not change the requirement that a candidate for promotion to Sergeant must have successfully completed the probationary period in the rank of Corporal prior to consideration for promotion to Sergeant.

3.6 Employees who do not receive a promotion for which they applied will retain their position on the promotional list, which shall expire once a new list has been declared, in writing, by the Chief of Police. After a promotional list has expired, an employee must retake the Supervisor Exam in order to be eligible for continued eligibility for promotion.

Section 4. Police Officer First Class Program.

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

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

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

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

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

Article 29

WAGES

Section 1. Salary Increases.

1.1 For Fiscal Year 2021-22-23, the University will adjust each bargaining unit member's base salary to reflect the identified starting salary for the range identified under Section 3 of this article, or implement a base salary increase of \$3,200, whichever is greater. In addition, all bargaining unit member shall receive a one-time seniority salary adjustment of \$500 per year for each year of service at their current rank while employed at the UCF Police Department (UCFPD). These adjustments will be effective no later than the pay period beginning January 6, 2023, and paid on January 27, 2023. ~~implement a 5% across the board salary increase for the rank of Police Officer, a 6% increase for the rank of Corporal, and a 7% increase for the rank of Sergeant, paid on December 3, 2021.~~ This agreement does not infringe upon any legislative increases which may be authorized by the Florida legislature above the contractual ~~percentages~~ amounts established in this Article.

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

1.3 In the event that any increase provided for in this subsection would have the effect of increasing a unit member's salary above the maximum pay for the range, the unit member's base salary shall be raised to the extent permitted without exceeding the maximum range. Any additional amount needed to total the applicable percentage salary adjustments contained herein shall be paid to the unit member as a one-time supplement, not to exceed \$5,000, and which shall ~~that does~~ not become part of the unit member's base salary.

Section 2. Eligibility Criteria for Salary Increases

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

2.2 Employees are eligible for the increases referenced in this article if they were employed in a regular position on ~~June 30~~ December 1, 2021 ~~2022~~, and continuously employed until the administration of the increases.

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

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

1. Officer: ~~\$46,800 - \$64,711~~ \$50,000 - \$70,000
2. Corporal: ~~\$54,697 - \$72,072~~ \$60,000 - \$80,000
3. Sergeant: ~~\$62,246 - \$86,707~~ \$70,000 - \$90,000

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

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

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

Section 7. Field Training Officer (FTO) Pay. FTO pay shall be at the rate of sixty (60) dollars per shift.

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