

**2016 – 2019**

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**Collective Bargaining Agreement**

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**Between the**

**University of South Florida Board of  
Trustees**

**and**

**West Central Florida Police Benevolent  
Association**

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## **Article 1**

### **Recognition**

#### 1.1 Inclusions.

A. The University 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 included in the University of South Florida Law Enforcement Bargaining Unit as defined in Certification No. 1414 issued by the Florida Public Employees Relations Commission on August 12, 2003.

B. This Agreement includes all full-time and part-time employees in the classifications and positions listed in Appendix A of this Agreement, except for those individuals filling full-time and part-time positions excluded pursuant to Section 1.2.

1.2 Exclusions. This Agreement specifically excludes employees in positions designated temporary, emergency status, all persons paid from Other Personnel Services (OPS) Funds and those designated by order of the Public Employees Relations Commission as managerial or confidential.

#### 1.3 Classes and Positions.

A. When the University establishes a new Staff (formerly known as "USPS") law enforcement classification or revises an existing classification so that its bargaining unit designation is changed, the University shall notify the PBA regarding the proposed bargaining unit designation of the class. The PBA shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, the PBA disagrees with the bargaining unit designation of the class, it may request that the Florida Public Employees Relations Commission resolve the dispute through unit clarification proceedings.

B. When a new position is created in a classification that is included in a bargaining unit, and the University determines that the position should be excluded from the unit due to its managerial or confidential status, the University shall notify the PBA of such determination. The PBA shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, the PBA disagrees with the bargaining unit designation of the position, it may request that the Florida Public Employees Relations Commission resolve the dispute of unit placement.

1.4 Rights. No employee shall be dismissed, demoted, suspended, transferred, disciplined, or denied promotion, transfer, or reassignment or otherwise discriminated against in regard to his employment, or be threatened with any such treatment by reason of exercising the rights granted under this agreement.

## **Article 2**

### **Definitions**

The terms used in this Agreement are defined as follows:

2.1 "Chief Administrative Officer" means the President of the University or his/her representative.

2.2 "Days" means calendar days, excluding any day observed as a University holiday.

2.3 "Employee" means a member of the bargaining unit as it is described in Article 1.

2.4 "Employee Grievance Representative" means an employee who has been designated by the PBA to investigate grievances and to represent grievants when the PBA has been selected as the employee's representative.

2.5 "Permanent Status" is earned by an employee in a class, after successfully completing the specified probationary period for that class, which provides the employee with rights to remain in the class or to appeal adverse action taken against the employee while serving in the class. Once attained in any Staff class, permanent status is retained throughout continuous employment in the Staff at the University.

2.6 "President of the Florida Police Benevolent Association" includes his/her representative.

2.7 "University" means the University of South Florida, Board of Trustees, a public body corporate.

### **Article 3**

#### **PBA Business**

3.1 Neither PBA representatives nor unit employees shall leave their posts or work stations for the purpose of investigating, presenting, handling or settling grievances without the express permission of the Division Commander(s) or corresponding officer on a Regional Campus. PBA representatives shall not contact any employee or other person concerning grievance matters or PBA business during either the working hours of the PBA representative or the working hours of any employee sought to be contacted without the express prior permission of the Division Commander(s) of the employees involved. Such permission shall not be unreasonably denied.

3.2 Upon request, the University shall furnish the PBA with a copy of all written rules and regulations pertaining to employer-employee relations, including but not limited to general orders. When possible, practical, and applicable, electronic digital versions of documents in a common format shall be provided by the University. PBA shall pay the actual cost of providing such documents in accordance with Ch. 119 F.S. If the University maintains its official rules, regulations, and policies on its website, such documents shall be deemed provided.

3.3 The University shall provide the PBA with a listing of all bargaining unit employees, to include their employment date with the University, their current job classification and the date of attainment of their current job classification.

An updated list shall be provided semi-annually upon the request of the PBA, electronically if available. The University will provide a list of new employees upon the request of the PBA.

3.4 The University agrees to provide a bulletin board at each campus police station for the posting of notices of meetings or other PBA official notices. No such notice shall be posted unless it has been signed by a duly authorized PBA representative and submitted to the Chief's office at the time of posting. Notices shall be dated when posted and may be removed by the University within two (2) days after the event. The PBA shall have access to those employee mailboxes available for general distribution.

3.5 Every year, up to 2.0 hours of annual leave shall be transferred from each PBA member's annual leave balance to the PBA Leave Bank. The Leave Bank shall not exceed 200 hours. Any balance remaining in the PBA Leave Bank at the end of the fiscal year shall be transferred to the Leave Bank for the following fiscal year. Union leave may only be requested for regularly scheduled duty time and shall be treated as all other approved leaves. Union leave, as with other approved leave, does not count as hours worked for the purpose of calculating overtime.

3.6 PBA representatives shall have the right to request leave from the PBA Leave Bank for the purpose of conducting the following PBA business related to the University: grievance hearings, contract negotiations, meetings regarding the resolution of collective bargaining impasse procedures, provided, however, that not more than two (2) such representatives shall have the right to receive such permission at any one time. Further, the

PBA shall give the University at least 72 hours advance notice of the time desired off barring exigent or emergency circumstances. Such requests shall be submitted to the Chief of Police and shall not be unreasonably denied.

3.7 The University and the PBA agree that there shall be no coercion or discrimination against any employee because of their membership or non-membership in the Union, either by the University or the Union, or their agents, and that they will not interfere with, restrain, or coerce employees in the exercise of their rights under the Public Employees Relations Act. The PBA agrees that there will be no solicitation of employees for Union membership, collection of cards, or any other Union activity on the University's time, except as may be specifically provided for in this agreement.

## **Article 4**

### **Nondiscrimination**

#### 4.1 Non-Discrimination Policy - State and Federal Law.

A. The University and the PBA shall not discriminate against any employee based upon race, color, sex, religion, national origin, age, veteran status, disability, marital status, genetic information, sexual orientation or gender identity and expression, nor shall the University or the PBA abridge any employee rights related to union activity granted under Chapter 447, Florida Statutes.

B. Sexual harassment is a form of sex discrimination. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

C. The PBA shall have the right to consult on issues of discrimination, including sexual harassment, as described in Article 4.

4.2 Affirmative Action Program. The PBA agrees to support the University's current affirmative action programs.

## **Article 5**

### **Grievance Procedure**

5.1 A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement, provided however that employees or the PBA shall not be eligible to file grievances regarding pending investigations, unless a specific term of this Agreement has been violated.

5.2 All grievances filed shall refer to the specific section of this Agreement upon which the grievance is based and shall contain a concise statement of the facts alleged to support the grievance. Grievances shall be processed in accordance with the following procedure and shall be determined by application of the terms of this Agreement, the laws of the United States, the State of Florida and the rules, regulations, policies and procedures of the University of South Florida, to the extent the rules, regulations, policies and procedures shall not conflict with this Agreement.

#### 5.3 Grievance Process.

A. The parties recognize the benefits of open communication regarding differences, disputes or complaints. Thus, the employee is encouraged to meet with his or her Lieutenant, or in the absence of a Lieutenant the next level supervisor, at any time prior to the filing of a grievance.



B. Step 1. The aggrieved employee shall present his grievance in writing on the appropriate form to the Step 1 Representative within seven (7) calendar days of the occurrence or the date on which the employee knew or should have known of the action giving rise to the grievance. The aggrieved employee may request that a PBA representative be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The Step 1 representative shall reach a decision and communicate it in writing to the aggrieved employee within seven (7) calendar days from the date the grievance was presented to the Step 1 representative. Responses at Step 1 shall not set a precedent.

C. Step 2. If the grievance is not settled at Step 1 and the employee elects to appeal the Step 1 decision, then within seven (7) calendar days of the Step 1 response, the grievance shall be presented by the employee to the Step 2 representative. The Step 2 representative shall review the facts concerning the grievance and shall, within seven (7) calendar days following receipt of the written grievance meet with the employee. The employee at his option may be accompanied at this meeting by a PBA representative. The Step 2 representative shall notify the employee of his decision in writing not later than seven (7) calendar days following the meeting date.

D. Step 3. If the grievance is not settled at Step 2 and the employee desires to appeal the Step 2 decision, then within seven (7) calendar days of the date of notification from the Step 2 representative, the written grievance shall be presented by the employee to the Associate Vice President of Human Resources (or designee). The Associate Vice President of Human Resources shall review the facts concerning the alleged grievance and shall, within seven (7) calendar days following receipt of the written grievance, meet with the employee. The employee at his option may be accompanied at this meeting by a PBA representative. The Associate Vice President of Human Resources (or designee) shall notify the employee of the decision in writing not later than seven (7) calendar days following the meeting date.

E. Nothing in this Agreement shall be construed to prevent any employee from presenting, at any time, his own grievances in person or by legal counsel, to the University and having such grievances adjusted without the intervention of the PBA, if the adjustment is not inconsistent with the terms of this collective bargaining agreement and if the PBA has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances, provided however, that the PBA shall retain exclusively its right to appeal grievances to final and binding arbitration.

#### 5.4 Arbitration Process.

A. In the event that the grievance remains unresolved and involves a dispute concerning rights, working conditions or disciplinary action connected to suspension, involuntary reduction in pay, involuntary demotion, dismissal, or other disciplinary matters involving a property interest of the grievant, the matter shall be submitted to final and binding arbitration as provided in this section.

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

C. Within seven (7) calendar days of the date of the decision of the Associate Vice President of Human Resources or designee, the PBA shall notify the Associate Vice President of Human Resources of the intent to arbitrate.

#### D. Selection of Arbitrator

1. Within 30 days of the University's receipt of a request for arbitration, the parties will either mutually agree to an arbitrator or jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, who are current members of the National Academy of Arbitrators, for resolution of the grievance. Any filing fee will be shared by the parties. Should the University be of the opinion that a request for arbitration is untimely or otherwise improper, such opinion shall not affect the selection of the arbitrator; however, such issue(s) shall be subject to Section 5.4 F.

2. Within fourteen (14) days of the receipt of the Panel list, the parties will alternately strike an equal number of names until only one arbitrator remains. The remaining arbitrator will be the chosen arbitrator to hear

the case. If the issue to be heard is a discipline case, the University will strike the first name. If the issue to be heard is over the interpretation and application of the agreement (non-disciplinary), the PBA or the Grievant shall strike the first name. In the event that the parties mutually agree, before any striking of names occurs, that the list of arbitrators is unsatisfactory, a new panel may be requested.

3. In the event the arbitrator selected is not available within a reasonable time period the parties may mutually agree to select another arbitrator from the list.

E. Arbitration hearings shall be held at times and locations agreed to by the University and the PBA, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration shall be held in the city of the campus where the employee works.

F. Arbitrability. Where applicable, issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s).

G. Burden of Proof. In all grievances except disciplinary grievances, the burden of proof shall be on the employee. In disciplinary grievances, the burden of proof shall be on the University.

H. The arbitrator may fashion an appropriate remedy to resolve the grievance and the decision shall be final and binding on the University, the PBA, the grievant(s), and the employees, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Section 682.13, Florida Statutes. For purposes of venue in any judicial review of an arbitrator's decision issued under this Agreement, the parties agree that such an appeal shall be filed in the courts in Hillsborough County, Florida, unless both parties specifically agree otherwise in a particular instance. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall endeavor to issue his/her decision not later than sixty (60) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.
3. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
4. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement and the facts of the particular case.

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

1. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement or the provisions of applicable law or rules or regulations having the force and effect of law; or
2. Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement; or

3. Which have the effect of restricting the discretion of a Chief Administrative Officer as otherwise granted by law or the University Regulations unless such authority is modified by this Agreement; or
4. That are based solely upon a university past practice or policy unless such university practice or policy is contrary to law, the University Regulations or this Agreement.

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

1. The award shall not exceed the amount of pay the employee would have earned at his/her regular rate of pay and shall not include overtime, on-call, or any other speculative compensation which might have been earned;
2. The award shall not exceed the actual loss to the grievant, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award; and
3. The award shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration.

K. The fees of the arbitrator and other expenses of arbitration shall be shared equally by the University and the Union. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. The PBA will not be responsible for costs of an arbitration to which it was not a party. Where a grievant is not represented by the PBA, such grievant will be responsible for all fees, expenses, and costs associated with the arbitration to the same extent that the PBA would have been responsible, if the PBA had been a party to the arbitration.

#### 5.5 Time Limits.

- A. Failure to initiate a grievance, to appeal a grievance, to notify the University of the intent to arbitrate, or to select an arbitrator within the time limits specified in this Article shall be deemed a waiver of the grievance and the dispute shall be deemed fully resolved and non-arbitrable.
- B. Failure, at any Step of this procedure, to communicate the decision on a grievance within the specified time limit shall permit the grievant's representative to proceed to the next Step.
- C. Claims of either an untimely filing or untimely appeal shall be made at the Step in question.
- D. The number of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any Step of this procedure may be extended by written agreement.
- E. In the event that any action falls due on a Saturday, Sunday, or University holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

#### 5.6 Exceptions

Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA or an employee to process a grievance (1) in behalf of any employee without his/her consent, or (2) with respect to any matter which is at the same time the subject of an action which has been filed by a grievant in any other forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2002e et seq.

## **Article 6**

### **Internal Investigations**

6.1 Whenever an employee is under investigation and subject to interrogation by the University Police Department in a matter which could lead to suspension, demotion or dismissal of the employee under interrogation, such interrogation of such employee shall be conducted in the following manner:

A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

B. The interrogation shall be conducted at the University police station.

C. The employee shall be advised if he is a witness or is under investigation and if under investigation shall be informed of the nature of the charge which is under investigation and the rank, name and command of the employee in charge of the investigation, the interrogation employee, and all persons present during the interrogation. In the event that an employee is called as a witness and during interrogation becomes the subject of an investigation he shall be so informed and shall be given a reasonable opportunity to exercise the right to representation afforded by this Article. All questions directed to the employee under interrogation shall be asked by and through one (1) interrogator. The employee under investigation shall be informed of the identity of the complainant(s).

D. Interrogation sessions shall be for reasonable periods and shall allow for personal necessities and rest periods.

E. The employee under interrogation shall not be subjected to offensive language. No promises or reward shall be made as an inducement to answering any questions.

F. The formal interrogation of the employee shall be recorded, and there shall be no unrecorded questions or statements. Upon the subject employee's request, an unedited verbatim transcript or tape recorded copy of the employee's statement shall be provided to the employee within seventy-two (72) hours, excluding weekends and holidays.

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

H. An employee who is the subject of an investigation shall have the right, upon request, to have a representative of his choice present at all times during such interrogation. Whenever such representative is not immediately available, the interrogation shall be postponed for a reasonable period of time in order to afford the employee the opportunity to a representative.

I. The employee shall, if he so requests, receive a copy of his statement, any transcript, which is prepared of the oral questions and answers, or any summary of his testimony prepared by the University Police Department.

J. In any matter where an employee is required to submit a written statement justifying or explaining his actions in a particular situation, the employee, upon his request, shall be granted twenty-four (24) hours or until the start of his next scheduled shift, whichever is sooner, to submit such a statement.

K. If, as the result of an internal investigation an employee's conduct is unbecoming an officer of this agency, the charge shall be specific in its allegations and shall describe the conduct which is the basis of the charge.

L. The provisions of this section shall apply only to investigations covered by this section and shall not apply to any other form of investigation or discipline.

6.2 In cases where it is decided to relieve an employee from duty pending an investigation or other administrative action, the employee will remain on full salary and shall not lose any benefits during this period of time.

6.3 When an investigation by the University Police Department is completed, the Chief of Police or designee shall determine the disposition of the investigation according to the following:

- A. Proper Conduct (Exonerated): The allegation is true, but the actions of the employee were consistent with University Police Department policy.
- B. Improper Conduct (Sustained): The allegation is true and the actions of the employee were inconsistent with University Police Department policy.
- C. Insufficient Evidence (Not Sustained): There is not sufficient evidence to prove or refute the allegation.
- D. Unfounded Complaint: Either the allegation is demonstrably false or there is no credible evidence to support the allegation.
- E. Not Involved: The investigation established that the employee named in the complaint was not involved in the alleged incident.

6.4 In the event that the disposition of the investigation is sustained, the Chief of Police or designee shall so inform the employee. The discipline resulting from investigations will be placed in the employee's personnel file.

6.5 When an employee is under investigation by the University Police Department as the result of a third party complaint, neither the officer, the PBA, nor any member of the Department shall make any public statements concerning the facts of the case until such time as the investigation has been concluded and action has been taken on result of such an investigation. This provision shall not preclude the confirmation of the fact that such an investigation is being conducted.

6.6 If a third party complaint is filed that alleges criminal conduct and, as a result of the investigation, substantial and competent evidence is adduced which proves that the charges are false, then such evidence may be submitted to the State Attorney for such action as he may deem appropriate. The term "third party complaint" as used in this Article shall apply to any complaint filed by a person who is not a sworn employee of the University of South Florida Police Department.

## **Article 7**

### **Discipline**

7.1 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 said goals.

7.2 No permanent status employees shall be disciplined except for just cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense.

Loss of pay may be considered as part of disciplinary action. Nothing herein shall prevent the University from requiring repayment of sums due to the University.

Disciplinary action may include:

- A. Oral Reprimand

B. Written Reprimand

C. Suspension -- At the discretion of the Police Chief and with the concurrence of the Director of Human Resources, employees may have a suspension held in abeyance until the grievance process is concluded.

D. Demotion

E. Dismissal

F. In the event that the University plans to establish other progressive or positive discipline programs, the PBA shall be notified and provided an opportunity to discuss the matter.

G. The University may develop and implement an educational-based discipline program the goal of which would be to provide an alternative to traditional discipline under proper circumstances. Such program's focus would be to alter and correct negative behavior by improving performance through education and training. This program may be used in conjunction with traditional discipline.

7.3 Employees will be advised in writing of the basis for any disciplinary action resulting in loss of pay or benefits. An employee shall be furnished a copy of the Disciplinary Action for all suspensions, demotions, or dismissals.

7.4 Any officer who is being interrogated under circumstances where the officer could be subject to discipline shall have a right to have a PBA representative present. It is the employee's responsibility to notify the PBA of the request for union representation.

7.5 Employees may review, upon reasonable request, any supporting documentation contained in a disciplinary package after the completion of any investigation of the matter but prior to the pre-disciplinary hearing portion of the investigation. One copy of any of the supporting documentation shall be provided to the employee free of charge upon request. This section shall not apply in cases in which criminal charges are brought against the affected employee as a result of the departmental investigation. Records in such cases must be obtained through the rules of discovery through the State Attorney's Office.

## **Article 8**

### **Layoff and Recall**

8.1 Definition. A layoff is a reduction in the number of employees within the University Police Department due to adverse financial circumstances, reallocation of resources; reorganization of academic or administrative structures, programs, or functions; curtailment or abolishment of one or more programs or functions; shortage of work; or material change of duties. The University will layoff employees as hereinafter provided.

8.2 Layoff Rights. The following employees do not have layoff rights:

A. An employee appointed for less than one (1) year.

B. An employee appointed to a position funded solely from contract, grant, auxiliary or local funds; provided however, that should a permanent employee be involuntarily reassigned or otherwise involuntarily transferred to one of the above named positions, such employee shall not lose layoff rights.

C. An employee whose appointment expires without the requirement of a written notice of non-reappointment, including an employee serving on an appointment with an appropriately documented fixed term.

D. An employee without permanent status in any class.

8.3 Order of Layoff. Once the University has determined that selected positions shall be eliminated, the University will lay off employees as follows:

A. A permanent status employee will not be laid off if there are nonpermanent employees in such positions.

B. Permanent status employees will be selected for layoff after consideration of time in classification. The University may retain junior officers with specialized qualifications, skills or relevant experience.

First time probationary employees and temporary employees shall be laid off prior to any regular employee. In the event that two or more employees have the same length of classification seniority, department seniority shall prevail. Should departmental seniority also be equal, the University shall determine the method to break such ties.

8.4 An employee affected by layoff will have the right to elect placement in a lower classification of law enforcement officer at the University, provided that the employee held the lower classification at the University and can perform the work.

8.5 Notice of Layoff. Employees laid off shall be given thirty (30) calendar days written notice in advance, where practicable, but in no event less than twenty-one (21) calendar days. The PBA shall be furnished a copy of such notice.

8.6 Order of Recall. Employees shall be recalled from layoff in reverse order of the layoff provided that they are currently qualified to perform the work in the job classification to which they are recalled as provided by this Article. No new employee shall be hired until employees on layoff have been given an opportunity to return to work. After twelve (12) consecutive months of layoff such re-employment rights shall cease.

8.7 Employment Status. When an individual's name is removed from the layoff list because he rejects an offer of re-employment or requests that his name be removed from the list because of no interest in re-employment or due to expiration of the twelve (12) consecutive month recall right or due to death or disability, the removal of the name from the list shall terminate any right to recall.

8.8 Benefit Status. During the twelve (12) consecutive months following layoff the employee may, at his expense, continue benefits as provided by the State Insurance Program. The employee shall be eligible for any COBRA benefits provided by law.

8.9 Retirement/Resignation. Individuals who are identified for layoff who are eligible and choose to retire shall not be placed on layoff lists. Employees who retire or resign will be treated as provided in University policies.

8.10 Recall Procedures. The University shall notify employees of recall by United States certified mail. All employees on layoff shall have the obligation of providing the University with their correct mailing address. A recalled employee shall inform the University of the intent to accept or reject the recall offer. An individual's name shall be removed from the layoff list when any of the following occur:

A. the employee fails to respond within fourteen (14) calendar days after the University's transmittal of the certified notice to the employee's last address on file with the University;

B. the employee notifies the University of acceptance of the recall offer but fails to report at the specified time;

C. the employee accepts or rejects any employment with the University;

D. the employee has been on layoff for a period of twelve (12) consecutive months.

8.11 Calculation of Benefits. For purposes of benefits, an individual recalled from a layoff list is not considered to have a break in service.

## **Article 9**

### **Change in Assignment**

9.1 An employee with permanent status in the current class who meets all University eligibility requirements may apply for a change in assignment to a different position in the same class or a different class having the same pay range maximum, a different work unit, or a different shift at the University according to University procedures.

Prior to filling a vacancy, except by demotion, the University shall consider the needs of the Department and applicable change in assignment requests.

The hiring authority shall normally fill a bonafide vacancy based on an employee's seniority, skills, knowledge, experience, performance, and training. Any training or experiential opportunities specifically related to a foreseen vacancy shall be offered on a competitive basis based upon the factors listed above.

#### 9.2 Involuntary Change in Assignment.

A. Nothing contained in this Agreement shall be construed to prevent the Chief of Police or designee, at his discretion, from effecting a change in assignment of any employee according to the needs of the University. The Chief of Police shall utilize the following factors in making changes in assignment to benefit the needs of the University: seniority, skills, knowledge, experience, performance and training. An employee shall, if practicable, be given a minimum of fourteen (14) days notice prior to the University effecting such change in assignment when the change is to an opposing schedule, or a credible hardships exists. Otherwise an employee shall, if practical, be given a minimum of five (5) days' notice if the new assignment falls on a schedule commensurate with the existing schedule.

B. Nothing contained in this Agreement shall be construed to prevent the Chief of Police or designee from making a change in assignment of any employee during an official emergency or as otherwise required to meet unforeseen law enforcement needs. Staffing shortages due to attrition, budget adjustments, or anticipated expansion of services shall not be deemed an official emergency.

9.3 Grievability. An employee complaint concerning administration of this Article may be grieved in accordance with Article 5, Grievance Procedure of this Agreement but only through Step 2.

## **Article 10**

### **Promotions**

10.1 Policy. 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 documents describing the position.

#### 10.2 Promotional Exam.

A. 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.

B. Only those employees who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, and who have attained permanent status in their current or a previous certified law enforcement class,



or anticipate attaining such permanent status no later than January 1 prior to the May exam, shall be eligible for the promotional exam.

C. An employee must submit a request to take the promotional exam to the University's Human Resources Department 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.

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

E. The University shall require the Exam Administrator to notify the Human Resources Department and the Chief of Police no later than January 15 of each calendar year, regarding: the date(s) of the exam; the city(ies) where the exam will be administered; the major categories to be covered by the exam; the bibliography of courses from which exam questions have been taken (e.g., name of textbooks, departmental policies, general orders, special orders, etc); and the passing score that must be attained.

F. No later than February 1st of each calendar year, the University shall furnish to those eligible employees whose exam requests are on file, 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.

G. The University shall require the Exam Administrator to notify each employee who takes a promotional exam of the exam results. The exam results shall also be provided to the Chief of Police.

H. When extraordinary circumstances make it necessary to give a promotional test at a time other than that originally established, employees shall be given adequate notice to prepare for such special exam.

### 10.3 Promotional Lists.

A. If the University elects not to rank those employees who achieved a passing score solely on the basis of the written exam score, the University shall establish a promotional list which ranks the employees according to their relative merit and fitness for promotional vacancies in the class. In addition to the written exam score, the University may, at its discretion, use oral interviews, employee performance evaluations, and/or other criteria in establishing the University's final promotional list. If the University intends to use criteria other than the written exam, such criteria shall be included in the Notice of Promotional Exam referenced in Section 10.2F.

B. If the University uses oral interviews, it will provide the local PBA representative the names of the individuals to serve on the interview committee. Questions asked at an oral interview will be limited to those that are clearly job related and the same questions shall be asked of all applicants.

C. Except as provided below, where an educational degree is a criterion pursuant to Section 10.3A, no less than two (2) year's notice shall be provided before such requirement is implemented. This provision applies only to those members employed at the time of the notice. However, should the University adopt educational requirements at an equivalency rate of two (2) years of law enforcement experience for every one (1) year of education in order to consider an employee eligible for promotion to a vacant position where such education is required, the two (2) year period mentioned above will be inapplicable.

D. 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. Time extensions of said list may be made only by the mutual consent of the University and PBA. When a list is established as a result of a special test being given pursuant to paragraph 10.2H it shall remain in force through June 30 of the following calendar year.

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

#### 10.4 Method of Filling Vacancies.

A. Except where a vacancy is filled by demoting a law enforcement employee or by reassignment as defined in Article 9 of this Agreement, the only employees who may be considered for a vacancy shall be those having the highest five (5) numerical scores on the University's current promotional list or those remaining in the top five (5) scores from the prior year's list. However, the University shall have the discretion to fill a vacancy from only the highest five (5) numerical scores of current University employees contained on the University's promotional list, or those remaining on the prior year's list. If the promotional list contains less than five (5) eligible employees and, of those, each either has active written disciplinary actions in their personnel files and/or is the subject of active performance improvement plan, the University shall have the right to screen external applicants in order to fill the position.

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

### **Article 11**

#### **Classification Review**

##### 11.1 Review of Assigned Duties.

A. Except in case of an official emergency, employees shall not be required to regularly perform work not included in the employee's position description.

B. When an employee alleges that the employee is being regularly required to perform duties which are not included in the employee's position description, and the duties assigned are not included in the class specification to which the position is allocated, the employee may request a review from the Human Resources Department. The employee has the right to PBA representation at the classification review meeting.

11.2 Acting Ranks. An employee who is designated by the appropriate supervisor to temporarily perform a major portion of duties of a position in a higher classification than the employee's current classification shall be eligible to receive a pay increase for the period of time such duties are assigned consistent with University procedures, provided such duties are performed for a period of more than twenty-two (22) workdays within any six (6) consecutive months.

### **Article 12**

#### **Personnel Records**

##### 12.1 Personnel File.

A. There shall be only one official personnel file for each employee, which shall be maintained in the University's central Human Resources Department unless a different location is designated by the Chief Administrative Officer of the University.

B. The department may maintain files containing part or all of the items filed in the official personnel file.

C. The University and the PBA agree that counseling letters or memos are not discipline, and that such documents shall not be maintained by the department personnel file.

D. An employee will have the right to review his/her official personnel file at reasonable times under the supervision of the designated records custodian. An employee may attach a concise statement in response to any items included in the file.

E. Where the Chief Administrative Officer of the University, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, or is contrary to fact, such document will be removed from the personnel file. The parties recognize the requirements of Florida Statutes Ch 119 and nothing herein shall prohibit the release of information in compliance with law.

F. The Department General Orders shall specify the length of time the Department shall use or rely upon prior discipline in considering disciplinary action.

12.2 Privacy. The University is governed by the provisions of Chapter 119, Florida Statutes, and recognizes that certain information relating to law enforcement officers is exempt from release and shall protect this information from release except as required by law, court order, or other legitimate governmental purpose.

12.3 Expiration of Disciplinary Action. Upon the request of the employee, documentation of an oral or written reprimand will be marked "EXPIRED" at the following times and under the following conditions (as used herein the term "EXPIRED" means that the record of discipline shall no longer be considered, utilized or have any effect for any purpose whatsoever):

A. Oral Reprimand after one (1) year from date of issuance, absent any further disciplinary action during that one (1) year period.

B. Written Reprimand after two (2) years from date of issuance, absent any further disciplinary action during that two (2) years period.

12.4 Notice of Placement of Item in File. Officers shall receive a copy of the record of disciplinary action placed in their personnel file.

## **Article 13**

### **Health and Safety**

13.1 The University shall make every reasonable effort to provide employees a safe and healthy working environment.

The University and the PBA agree to work cooperatively toward reducing job-related injuries and Workers' Compensation costs by encouraging improved safety measures.

13.2 Safety Committee(s). The PBA will name one employee to serve on a university wide safety committee. In addition, the University will establish a Department Safety Committee which will act in an advisory capacity to the Chief of Police on police safety issues. The PBA and the University will each name two University police employees to serve on the Department Safety Committee. This committee will meet at least once each quarter, the date and time to be mutually agreed upon by the employees on the Committee and the University. Recommendations of the Committee shall be forwarded to the Chief of Police.

13.3 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 as well as any training necessary to operate said equipment if required.

B. Any employee who becomes aware of a work-related accident shall immediately notify the supervisor or the supervisor's designee of the area where the incident occurred. Upon request the First Report of

Injury or accident report will be forwarded to the safety committee for review; however, any confidential employee information, including medical information, shall be redacted prior to release of the report.

C. When an employee believes an unsafe or unhealthy working condition exists in the work unit, the employee shall immediately report the condition to the supervisor or the supervisor's designee. The University shall investigate the report and respond to the employee.

D. The University reserves the right to explore, and/or implement a fitness program provided that it is consistent with the existing physical fitness standards used in the process of screening candidates for employment. Full transition into such a program will not occur in less than two (2) years from date of notification. However, in those two (2) years employees can prepare to meet the standards on the implementation date.

#### 13.4 Official Vehicles and Equipment.

A. Official vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the University. Marked patrol vehicles shall be equipped with cages and newly purchased vehicles shall include the standard police package. The University shall use high visibility lights on University vehicles as dictated by University needs. Each marked patrol vehicle will be outfitted according to department standards as stated in Tampa or St. Petersburg Department General Orders, as applicable. When employees are required to drive scooters, golf carts, all-terrain vehicles, or other similar vehicles, such vehicles shall be operated in accordance with their stated warranty and the officer shall be properly trained in the operation of such vehicle.

B. Where the University has determined that all sworn employees shall be provided with a police baton, mace or OC spray, electric restraining device, and other such weapons as the University deems appropriate, all sworn employees shall be properly trained by a certified instructor in usage.

C. The University shall provide its employees with custom-fitted bullet resistant vests. Vests shall be replaced as per the stated warranty. The wearing of these vests is at the discretion of the employee; however, employees are strongly encouraged to wear the vest at all times when on duty, and the University reserves the right to require the wearing of the vest under specified conditions or special circumstances.

D. Equipment issued to officers in furtherance of the performance of their duties shall be accounted for and maintained in a clean and orderly manner. Any equipment lost or damaged due to negligence, carelessness, or reckless behavior, as determined by the University, shall be replaced and or repaired by the officer up to \$1,000. If the repair or replacement costs exceed this value the officer will be responsible for a portion of said costs not to exceed \$1,000. If the repair or replacement costs exceed this value the officer will be responsible for a portion of said costs not to exceed \$1,000.

#### 13.5 Firearms.

A. The University shall provide its employees with a semi-automatic firearm. The type of semi-automatic firearm shall be at the University's discretion.

For employees who are not range-qualified on a semi-automatic firearm the University will provide a firearm for which the employee is range-qualified. Each officer's firearm will be inspected by a certified armorer at least once yearly to insure the safe operation of the weapon.

B. In order to promote safety in the use of firearms by employees, the University will allow each employee to fire his/her firearm in an approved course at least once every year at no cost to the employee. Such training shall be for the purpose of qualifying in the use of firearms.

C. The University shall issue new factory ammunition for on-duty use at intervals not to exceed twelve (12) months from the previous date of issue.

## **Article 14**

### **Performance Evaluations**

#### 14.1 Performance Evaluations.

A. Performance evaluations shall ordinarily be made by the employee's immediate supervisor who shall be responsible for the timely evaluation of the employee. The immediate supervisor shall be the person regularly assigned to direct the work of the employee or, if unavailable, the next higher level administrator.

B. The employee shall be provided with information regarding the basis of the evaluation. Performance ratings shall be based on an analysis of the employee's actual job performance.

C. The University will make a good faith effort to provide employees and supervisors with training in performance evaluation procedures.

D. Where an employee who has attained permanent status in the class does not meet performance standards, the 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 Chief of Police or designee. The review shall determine whether the evaluation was arbitrary or capricious.

14.2 Grievability. A grievance may be filed only by an employee with permanent status in his/her current class who is demoted or dismissed as a consequence of an evaluation that documents failure to meet performance standards pursuant to the provisions of Section 7.3.

## **Article 15**

### **Workday and Workweek**

#### 15.1 Workweek.

A. The normal workweek for each full-time employee shall be forty (40) hours. The University may establish an alternative work schedule which shall not exceed eighty (80) hours in a fourteen (14) day work cycle. Prior to implementing an alternative work schedule, the University shall provide the PBA with the proposed alternative work schedule and a list of those employees affected. The PBA may consult with the University over the proposed alternative work schedule. An alternative work schedule shall not be implemented by the University until consultation with the PBA has occurred. The implementation of an alternative work schedule over the objection of PBA may be the subject of a reopener negotiation in addition to Article 33.

B. Employees shall be compensated for all hours worked. The term "hours worked" shall include only hours assigned and actually worked including active duty, court time, and call back.

Travel time to and from work or to and from court on off duty hours shall not be considered hours worked. Except during emergency situations, the regular hours of work each day shall include a one-half (1/2) hour paid lunch period for all sworn employees.

During the lunch period the employee is on-duty. Employees with an administrative assignment shall remain within ten (10) minutes driving time of campus.

C. When required hours of work exceed forty (40) during a workweek, unless otherwise agreed under Section 15.1A, compensation for overtime worked shall be in the form of cash payment unless the employee and the supervisor agree that the employee be credited with compensatory leave.

D. 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.

E. An employee who rotates to a different shift shall receive a minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment, except when an emergency situation or staffing limitations does not permit.

15.2 Workday. The University shall not require an employee to split a workday into two (2) or more segments without the agreement of the employee, except in an official emergency or to meet unforeseen law enforcement needs.

15.3 Special Compensatory Leave.

A. An employee may accumulate up to 120 hours of special compensatory leave except that unused special compensatory leave may be paid for by the University at any time.

B. When an employee has accumulated in excess of 120 hours of special compensatory leave, the supervisor may require an employee to use any part of the employee's accrued special compensatory leave in increments of eight (8) hours or in increments equivalent to the number of hours of work in an employee's regularly scheduled workday. Normally, an employee will be given fourteen (14) days notice when required to use special compensatory leave in an increment in excess of forty (40) hours, and seven (7) days notice when required to use special compensatory leave in an increment of sixteen (16) to forty (40) hours.

15.4 Compensation for Special Duty.

A. When an employee works an event for which the Department is reimbursed at a premium rate of pay, and such event is outside the employee's regularly scheduled workweek, and a holiday(s) occurs or the employee uses sick leave, annual leave, special compensatory leave, or administrative leave in that workweek, such employee will usually receive premium (time and a half) pay for hours worked at that event. The University has the right to control costs and prevent abuse of this provision. The right to receive premium pay when using leave will be governed by general order. Further, the hours for which premium pay is received shall not be counted as hours worked for the purpose of calculating overtime for that workweek.

B. An employee reporting to a special duty event, described in Section 15.4A, shall be guaranteed three (3) hours of premium pay if an event is canceled or concluded prior to the end of the three (3) hour period. An employee's failure to adhere to the Department's procedures for determining the status of the event prior to reporting for such duty will cause the employee to lose eligibility for the guaranteed three (3) hours. If, after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed three (3) hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed three (3) hour period.

## **Article 16**

### **On-Call Assignment, Call-Back and Court Appearances**

16.1 On-Call Assignment. "On-call" assignment shall be defined as any time when appropriate management has instructed the employee, in writing, to remain available to work during an off-duty period.

An employee who is so instructed shall be required to leave work 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.

16.2 On-Call Payment.

A. On-call is not compensable for purposes of computing overtime; however, travel time to and from work when called back is compensable time.

B. An employee who is required to be on call shall be compensated by payment of a fee in an amount of one dollar (\$1.00) for each hour such employee is required to be on-call.

C. An employee who is required to be on call on a Saturday, Sunday, or a holiday will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the hourly minimum for the employee's class for each hour such employee is required to be available.

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

16.4 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 2.5 hours which shall be counted as hours worked.

## **Article 17**

### **Leave**

17.1 Employees may be granted leaves of absence as provided in University rules, regulations and policy.

17.2 Job-related disability leave. Paid or unpaid job-related disability leave shall be in accordance with Chapter 440, F.S.

17.3 Leave to Supplement Workers' Compensation Benefits and Alternate Duty.

A. An employee is eligible to use accrued paid leave to supplement Workers' Compensation benefits in accordance with USF rules and regulations.

B. When an employee has been determined eligible to receive a temporary partial disability benefit or a temporary total disability benefit pursuant to the provisions of Section 440.15, F.S., and there is medical certification that the employee temporarily cannot perform the duties of the employee's regular position but can perform some type of work beneficial to the University, the employee may be returned to the payroll at his/her regular rate of pay to perform such duties as the employee is capable of performing.

C. If the University returns an employee to temporary alternate duty, the University shall reassign the employee to his/her regular duties when the employee receives appropriate medical documentation/release indicating that he/she is able to resume regular duties.

D. A complaint concerning administration of this Section may be grieved in accordance with Article 5 of this Agreement up to and including Step 2.

E. The University and PBA agree to consult regarding the University leave program during the term of this agreement.

## **Article 18**

### **Learning Opportunities**

18.1 Law Enforcement Training. The University and the PBA recognize the importance of training programs to develop skills in our law enforcement officers and supervisors. The University will make a reasonable effort to continue existing training programs in law enforcement techniques and to develop new programs, and to ensure

that opportunities to attend law enforcement and salary incentive training programs are equitably distributed among employees.

18.2 Tuition Benefit Program. The University is encouraged to accommodate employees seeking to take courses under the tuition benefit program in accordance with University rules and regulations. The University shall provide the following Employee Education Program ("EEP"). The EEP is funded from limited existing University resources. Full-time employees may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) at the University without payment of tuition and fees.

The University and PBA agree to discuss actively the benefit and fiscal impacts of reassignment of current tuition benefits to spouses and children.

18.3 Health and Fitness Program. The University shall consult with the PBA prior to implementing a mandatory health and fitness program for employees.

## **Article 19**

### **Dues Deductions**

19.1 Deductions and Remittance.

A. During the term of this Agreement, the University will deduct PBA dues and other authorized deductions in an amount established by the PBA and certified in writing by the President of the Florida Police Benevolent Association to the University from employees' pay for those employees who individually make such request on the deduction form provided by the PBA included as Appendix B.

Such deductions will be made by the University when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the University.

B. Where an employee has been suspended or dismissed and subsequently returned to work with full or partial back pay, the University shall deduct the PBA membership dues that are owing for the period for which the employee receives back pay. Dues deduction will be resumed for such employees and those employees who return from unpaid leave.

C. The PBA shall advise the University of any increase in dues or other authorized deductions in writing at least thirty (30) days prior to its effective date.

D. This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

E. The University will not be required to process Dues Deductions Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to the University more than sixty (60) days following the date of the employee's signature.

F. Deductions of dues and other authorized deductions shall be remitted exclusively to the President of the Florida Police Benevolent Association by the University within thirty (30) days after the deductions are made, or as soon as practical thereafter, along with a list containing the names of the employees for whom the remittance is made.

19.2 Insufficient Pay for Deduction. In the event an employee's salary earnings within any pay period, are not sufficient to cover dues and any other authorized deductions, it will be the responsibility of the PBA to collect its dues and uniform assessments for that pay period directly from the employee.

19.3 Termination of Deduction. Deductions for PBA dues and other authorized deductions shall continue until either: 1) revoked by the employee by providing the University with thirty (30) days written notice that the



employee is terminating the prior checkoff authorization; 2) revoked pursuant to Section 447.507, Florida Statutes; 3) the termination of employment; or 4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, the PBA shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

19.4 Indemnification. The PBA shall indemnify, defend, and hold the University, the State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the University, the State, or their officials, agents, and employees in complying with this Article. The PBA shall promptly refund to the University any funds received in accordance with this Article which are in excess of the amount of dues and other authorized deductions which the University has agreed to deduct.

## **Article 20**

### **Conflict of Interest and Outside Activity**

#### 20.1 Outside Employment - General.

A. Any employee who is performing employment outside of the University shall notify the Chief Administrative Officer of such employment. If the employment has not been previously approved, it shall be subject to the provisions of paragraph 20.1B.

B. If an employee anticipates accepting employment outside of the University, the employee shall notify the Chief Administrative Officer of such outside employment prior to the date of employment and verify that such employment does not conflict with the employee's University employment or with applicable laws or rules. Should such conflict(s) exist, the outside employment shall not be approved.

C. The University may make reasonable inquiries of the employee to ensure that the employee's employment outside of the University does not constitute a conflict of interest or interfere with the employee's primary duties as a university law enforcement officer. Employees shall not be required to file regular reports regarding the outside employment that has not changed for activities which had previously been approved.

#### 20.2 Outside Employment - Police Employment.

A. Outside police employment shall be limited to off-duty police employment on any property or in any facilities which are under the guidance, supervision, regulation, or control of the University or a direct-support organization of the University in accordance with the provisions of Chapter 1012.97, F.S. Employees engaged in, or anticipating, outside police employment shall seek permission from the Chief Administrative Officer, whose decision will be in accordance with the policy established by the University on such matters.

Approval for such outside employment shall not be unreasonably withheld and will be granted if it:

1. Does not constitute a conflict of interest.
2. Does not interfere with the employee's primary duties as a university law enforcement officer; and
3. Is within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his/her job duties and responsibilities.

B. Employees may be permitted to wear their uniform and use their personal equipment, patrol car, or vessel during approved outside police employment.

**Article 21**  
**Uniforms and Equipment**

21.1 Uniform. All employees shall receive a standard issue of uniforms (winter and summer) and uniform accessories, and may request replacement of such uniforms as needed. Requests for replacement of uniforms shall be honored in a timely fashion and not unreasonably denied.

21.2 Uniform accessories and equipment will include the following minimum requirements:

- A. Gun belt, 2 1/4 inches in size as appropriate for the individual;
- B. Firearm and level two (2) retention holster; three (3) magazines and an approved case for spare ammunition; and,
- C. Handcuffs and case, pepper spray and case, baton and case, latex gloves and case, radio and radio case, and belt keepers.

21.3 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 \$382.50 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 \$172.50 annually, unless shoes are furnished by the University.

21.4 Clothing Allowance. Employees assigned to full-time plain-clothes positions shall receive a clothing allowance in the amount of \$435.00 annually, and a shoe allowance in the amount of \$172.50 annually, unless shoes are furnished by the University.

**Article 22**  
**Travel Expenses**

22.1 Travel. The University will attempt to arrange for payment of lodging and air travel in advance on behalf of employees. Meals and other reimbursable expenses will be paid within forty (40) days of submission of expense receipts and other documentation necessary to process reimbursement. All sworn law enforcement officers will be eligible to apply for a corporate credit card program available through the University.

**Article 23**  
**Wage**

23.1

- A. Effective on the first payroll period following ratification of the Agreement by both parties in 2016, one time market increases will be made to the base salary of bargaining unit employees in years 2016, 2017 and 2018, based on completed uninterrupted months of service in the particular classification as of the date of ratification by both parties as follows:

<b>Officer</b> (uninterrupted months of service in classification)	<b>Year 1</b> (percentage increase)	<b>Year 2</b> (percentage increase)	<b>Year 3</b> (percentage increase)
0-23	0	1.50%	1.50%
24-35	2%	1.50%	1.50%
36-59	3%	1.50%	1.50%

60-107	8%	1.50%	1.50%
108+	15%	1.50%	1.50%
<b>Corporal</b>			
0-23	6%	1.50%	1.50%
24-35	9%	1.50%	1.50%
36-59	12%	1.50%	1.50%
60-107	14%	1.50%	1.50%
108+	15%	1.50%	1.50%
<b>Sergeant</b>			
0-23	6%	1.50%	1.50%
24-35	9%	1.50%	1.50%
36-59	12%	1.50%	1.50%
60-107	14%	1.50%	1.50%
108+	15%	1.50%	1.50%

B. Market increases in the second and third year of this Agreement will be made at the first payroll period following July 1, 2017 and July 1, 2018, respectively, based on completed interrupted months of service as of July 1, 2017 and July 1, 2018 respectfully.

23.2 Nothing contained herein will prevent the University from providing salary increases beyond the increases specified above, including but not limited to increases in starting salaries. Any such increases are at the sole discretion of the University, which shall retain this authority for the duration of this Agreement and which will further continue upon its expiration. The University will issue a report or other appropriate notification to PBA on a quarterly basis indicating: (1) the amount of increase paid; (2) the rank of the employee receiving the increase; and (3) the location of the employee's primary assignment (i.e. USF-Tampa, USFSP).

23.5 In order to remain competitive in recruitment and hiring, while attracting qualified candidates, the University reserves the right to offer a starting salary in excess of the normal compensation rate. Such an offer does not affect that employee's seniority.

## **Article 24**

### **Benefits**

24.1 State Employee Health Insurance Program. The University and the PBA support legislation to provide adequate and affordable health care insurance to all employees.

24.2 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 as per applicable Florida Statutes.

24.3 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 the following benefits at the University from which they retired, subject to University rules, regulations and procedures:

1. retired employee identification card;
2. use of the University library (i.e., public rooms, lending and research service); and
3. placement on designated University mailing lists.

B. In addition, fees may be charged retired employees for the following, and/or access granted to them on a space available basis:

1. use of University recreational facilities;
2. a University parking decal; and
3. course enrollment of retired employees 60 years or older who meet the Florida residency requirements, without payment of fees, on a space available basis, in accordance with Florida Statutes.

C. Under normal retirement, including disability retirement, an employee shall be presented one complete uniform including the badge worn by him/her, the employee's firearm if one had been issued as part of the employee's equipment, and an identification card clearly marked "RETIRED" consistent with the provisions of Section 112.193, Florida Statutes.

24.4 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 fifteen (15), twenty (20), and twenty-five (25) years of service; and
- D. Upon normal retirement, an identification card and badge reflecting a one "military grade" honorary promotion.

## **Article 25**

### **Seniority**

25.1 Definitions. Seniority shall be defined as follows:

- A. Departmental seniority is the total length of continuous service with the University of South Florida Police Department as a law enforcement officer.
- B. Classification seniority is the total length of continuous service in the job classification and shall be based upon the date of regular appointment in the classification at the University. In cases of equal seniority in current classification, seniority will be based upon departmental seniority.
- C. Continuous service is the period of employment not interrupted by resignation, dismissal, retirement, layoff, quitting without notice, any other termination of employment or an unauthorized absence for three (3) or more consecutive days. Seniority credit shall not accrue for unpaid leaves of absence which exceed thirty (30) consecutive days unless required by the FMLA.

25.2 Vacation Selection. Employees shall be entitled to select vacations by departmental seniority within the unit to which they are assigned. For purposes of this section, the term "unit" shall mean the squad or division to which the officer is assigned. Notwithstanding anything in this Agreement, the department shall have the right

to reschedule vacations where circumstances arise which could create a hardship upon the business needs of the department. If the department cancels a scheduled and approved vacation of one week or more, the action may be grieved through Step 3 of the grievance process, but only for absence of a circumstance which would create a hardship upon the business needs of the department.

25.3 Work Assignments. Work assignments for patrol officers shall be determined based upon the needs of the University. In making such assignments the following factors shall be applied: employee skill, knowledge, experience, performance, training and classification seniority.

## **Article 26**

### **Grooming Standards**

26.1 Haircuts will conform to the following standards: Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance.

When combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. The hair of uniformed female members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair must be worn up in a neat, stylish manner which permits the wearing of the hat. Conspicuous barrettes, pins, or combs will not be worn.

26.2 If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean-shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

26.3 The face will be clean-shaven, except that if a mustache is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip.

26.4 Cosmetics and Jewelry. If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings. Necklaces shall not be visible when the uniform is worn.

## **Article 27**

### **Replacement of Personal Property**

27.1 Policy. An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription eyewear, or such other items of personal property as have been given prior approval by the University as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed.

27.2 Specific Reimbursement Allowances and Approvals.

A. Upon proper documentation by the employee of the amount expended, the University shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - \$75;
2. Prescription eye wear - \$200 (including any required examination);
3. Other Items - The Chief Administrative Officer shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear; and
4. Total allowable per incident - \$500.

B. Such reimbursement shall be with the approval of the Chief Administrative Officer. Approval shall not be unreasonably withheld.

## **Article 28**

### **No Strike**

28.1 No Strike Agreement. Neither the PBA nor any of its officers or agents nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any prohibited activities as defined in Section 447.203(6), Florida Statutes.

28.2 Penalty. Any or all employees who violate any provision of the law prohibiting strikes, or of this Article, will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the University shall not be subject to the Grievance Procedure established herein.

## **Article 29**

### **Prevailing Rights**

29.1 All pay and benefits provisions published in the USF rules and regulations which cover employees and which are not specifically provided for or modified by this Agreement or by the Legislature shall be in effect during the term of this Agreement.

29.2 Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by the USF rules and regulations or other appropriate administrative or judicial remedy.

## **Article 30**

### **Management Rights**

30.1 The PBA agrees that the University has, and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of the University, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is the right of the University to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement; provided, however, that the exercise of such rights shall not preclude an employee or employee representative from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

## **Article 31**

### **Totality of Agreement**

31.1 The University and 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 the University and the PBA thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

31.2 Except for impact bargaining over such subjects or matters which may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this agreement, 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.

31.3 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 32**

### **Savings Clause**

32.1 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.

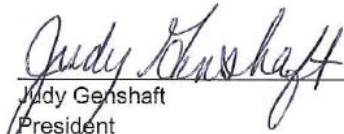
## **Article 33**

### **Duration**

1. This Agreement shall be effective upon ratification by both parties, and shall remain in full force and effect through June 30, 2019.
2. Negotiations for a successor agreement shall begin no later than February 1, 2019.

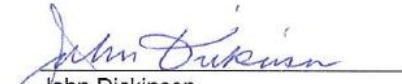
IN WITNESS THEREOF, the parties have set their signatures this 15<sup>th</sup> day  
of August 2013.

FOR THE UNIVERSITY OF  
SOUTH FLORIDA BOARD  
OF TRUSTEES

  
\_\_\_\_\_  
Judy Genshaft  
President

FOR THE WEST CENTRAL  
FLORIDA POLICE  
BENEVOLENT ASSOCIATION

  
\_\_\_\_\_  
Jim Diamond  
Executive Director, WCFPBA

  
\_\_\_\_\_  
John Dickinson  
Chief Negotiator

Terri Drye  
Megan Pritts  
Thomas Longo  
JD Withrow  
Kofi Glover

Nick Marolda  
Ed Lutz



## Appendix A

The parties have agreed that the following class codes are included within the bargaining units indicated, and that this list may be amended by agreement of the parties or by order of the Florida Public Employees Relations Commission:

Law Enforcement, Certification No. 1414

All law enforcement officers of the University of South Florida certified pursuant to Chapter 943, Florida Statutes, in the following classifications: law enforcement officer, law enforcement corporal, law enforcement sergeant, law enforcement investigator.

### CLASS CODE CLASS TITLE

8515	Law Enforcement Officer
8517	Law Enforcement Corporal
8519	Law Enforcement Sergeant
8541	Law Enforcement Investigator

**Appendix B**  
**PBA**  
**Dues Deduction Form**

I, \_\_\_\_\_,  
(Print Name - Full)

an employee of the USF Police Department, request my employer to deduct from my regular biweekly salary the membership dues and other authorized deductions, if any, as established from time to time by the employee organization certified to represent the bargaining unit.

The University is directed to begin the deduction with the first pay period following the date this authorization form is received and to continue said deduction until: 1) revoked by me at any time upon 30 days written notice, 2) my transfer, promotion or demotion out of this bargaining unit, 3) the termination of my employment, or 4) revoked pursuant to Section 447.507, Florida Statutes. The deductions made pursuant to this authorization shall be transmitted to the employee organization certified to represent this unit.

MY SIGNATURE HEREON IS AUTHORIZATION FOR USF TO RELEASE MY SOCIAL SECURITY NUMBER IN REPORTING DUES DEDUCTIONS.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Distribution of Copies:

ORIGINAL – UNIVERSITY

1<sup>ST</sup> COPY – ASSOCIATION

2<sup>ND</sup> COPY – EMPLOYEE