

*The North Central Florida  
Police Benevolent Association*



**&**

*University of Florida  
Police Department*



*Officers & Sergeants*

*Collective Bargaining Agreement*

*July 1, 2022, to June 30, 2025*

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# **Article 1**

## **Recognition**

### 1.1. Inclusions

The UFBOT 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 Police Communications Operator I and II, and law enforcement employees certified pursuant to Chapter 943, Florida Statutes, included in the University of Florida bargaining unit defined in Certification No. 1418 issued by the Florida Public Employees Relations Commission on September 8, 2003, and any amendments thereto.

### 1.2. Exclusions

This Agreement specifically excludes employees in positions designated with managerial, confidential, temporary, or emergency status, and all persons paid from Other Personal Services (OPS) Funds.

### 1.3. Classes and Positions

- A. When the University establishes a new bargaining unit classification or revises an existing bargaining unit classification so that its bargaining unit designation is changed, the University shall notify the PBA regarding the proposed bargaining unit designation of the classification. The PBA shall notify the University, in writing, within fifteen (15) calendar 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 classification, 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 the bargaining unit, and the University determines that the position should be excluded 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) calendar 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.

- C. The ability of the PBA to offer comments or discuss changes pursuant to either Section 1.3.A. or 1.3.B. above will not serve to waive any right of impact bargaining over the creation or revision of job classifications under this Section if such right exists and is properly elected to be exercised by the PBA.

## **Article 2**

### **Management Rights**

- 2.1. 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 proper cause, and relieve its employees from duty because of lack of work or 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.
  
- 2.2. If it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, pandemics or public health emergencies, similar catastrophes or disorders, the provisions of this Agreement may be suspended by the University during the time of the declared emergency or twenty-one (21) calendar days, whichever is shorter, provided that wage rates, overtime, and other monetary benefits shall not be suspended and provided further that any disciplinary action shall be grievable at the end of the declared emergency in accordance with the provisions of this Agreement. If the University suspends this agreement and at the conclusion of the twenty-one (21) calendar days wishes to continue the suspension, the University must provide the PBA with what specific articles it feels must be suspended, the supporting reasons, and an anticipated end date of the specific suspensions of the agreement.

## Article 3

### **Employee Representation and PBA Activities**

#### 3.1. Designation and Selection of Representatives

- A. The President of the PBA shall annually furnish to the University, no later than January 1, a written list of Employee Grievance Representatives, PBA Staff Representatives, and other PBA representatives who are designated to assist in processing grievances. The list will include the name, address, and work telephone number of each Employee Grievance Representative, PBA Staff Representative, and other PBA representatives. The University will not recognize any person as an Employee Grievance Representative, PBA Staff Representative, or other PBA grievance representative whose name does not appear on the list. This list may be amended in writing as new representatives are designated in writing by the PBA.
- B. A total of five (5) employees may be designated to serve as Employee Grievance Representatives. This group of designated representatives must include one (1) member from the Police Communications Operator Classification.

#### 3.2. Representative Access

- A. Employee Grievance Representatives, PBA Staff Representatives, and other PBA grievance representatives shall have access to the premises of the University in accordance with policies regarding public access to University property, and may request of the Chief of Police or designee in writing access to the premises of the University, including premises not available to the public under University policies for the purpose of investigating an employee's grievance. Any permission for access shall not be unreasonably denied and shall be limited to the working hours of the employee with whom the representative wishes to speak. Such access and investigation shall not impede University operations. If access is denied, UF will provide in writing its reasons.
- B. The PBA shall have the right to use University facilities for meetings on the same basis as they are available to other university-related organizations.

#### 3.3. Consultation

- A. Consultation with Chief of Police. The Chief of Police or designee shall meet with up to three (3) local PBA representatives, or such other number as the parties agree, to discuss matters pertinent to the implementation or administration of this Agreement, or any other mutually agreeable matters. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of items in advance of the meeting if it wishes to discuss specific issues. The University and the PBA

understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining. Neither party shall be obligated to meet under this Article more than four (4) times per calendar year unless otherwise mutually agreed upon.

- B. Consultation with President or Designee. The President or designee shall meet with up to three (3) local PBA representatives or such other number as the parties agree to discuss matters pertinent to the implementation or administration of this Agreement, or any other mutually agreeable matters. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of items in advance of the meeting if it wishes to discuss specific issues. The University and the PBA understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining. Neither party shall be obligated to meet under this Article more than four (4) times per calendar year unless otherwise mutually agreed upon.
- C. If a consultation is held or requires travel time during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose. Attendance outside regular working hours shall not be deemed time worked.

#### 3.4. Employee Information and Rules Provided

- A. Upon written request of the PBA, the University, on a semi-annual basis, will provide a list of bargaining unit employees, with the name, work address, classification title, hourly rate of pay, and date of hire for each employee. The PBA shall be responsible for payments of the applicable charges for such information in accordance with the Public Records Act.
- B. Rules enacted through the provisions of Chapter 120, Florida Statutes, will be maintained on the University's web site. Other University or departmental policies, rules, or departmental directives applicable to the bargaining unit will be maintained in a location within the Police Department accessible to employees, and employees will be notified of such location.
- C. At least twenty (20) calendar days prior to the adoption or amendment of any University personnel rule which will change the terms and conditions of employment for bargaining unit employees, UF will provide notice to the PBA of its intended action, including a copy of the proposed rule or the website where the proposed rule may be accessed, a brief explanation of the purpose and effect of the proposed rule, and the name of a person to whom the PBA may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a rule is promulgated as an emergency rule under the provisions of Chapter 120, Florida Statutes.) The PBA may provide its written comments, concerns, or suggested revisions, if any, to

the UF contact person within ten (10) calendar days of receipt of the notice. The University will consider and respond in writing to the comments, concerns, and suggestions of the PBA within ten (10) calendar days of their receipt by the University; such response will include the reasons for rejecting any suggested revisions. The PBA or the University may use the consultation process described in Section 3.3. to discuss such proposed revisions to a University personnel rule. However, the PBA must request such consultation within ten (10) days of receipt of notice of the proposed rule revision. Nothing in this section shall constitute a waiver of the PBA's right to negotiate over changes in terms and conditions of employment.

### 3.5. Negotiations and PBA Activities

- A. The University and the PBA shall each select its own bargaining team. The PBA will be provided with a credit of sixty (60) hours of time to use for collective bargaining during the 2023 and 2024 reopener negotiations and a credit of one hundred (100) hours to use for collective bargaining during the 2025 successor agreement negotiations subject to the conditions set forth below:
1. Bargaining team members on duty must coordinate their absence with supervisors in advance to ensure they can be absent without impacting operations. Every reasonable effort will be made to approve such requests;
  2. Within 24 hours following each scheduled negotiating session, the PBA will be responsible for providing written notification to the Police Chief/designee of the bargaining team members who were on duty during negotiations and the hours to be charged against the hour credit for each respective year;
  3. Employees not scheduled to work during the scheduled negotiating session, are not eligible to use the credit; and
  4. Unused time will not accrue or carry over beyond the negotiations for which the credit was granted.
- B. If time off for collective bargaining in excess of what has been granted in the form of a credit pursuant to Section 3.5.A., above, is needed, PBA negotiating team members who are also University employees shall attend negotiations on their own time, or while using accrued leave. The University agrees to make a reasonable effort to facilitate leave requests or to grant requests for schedule adjustments to allow PBA negotiating team members to attend negotiations so long as additional costs are not incurred; and operational efficiency is not impacted.
- C. Employees may request the use of accrued annual leave or unpaid leave for the purpose of attending PBA conventions, conferences, and meetings. So long as such requests are made at least four (4) weeks in advance and would not cause the Department to incur overtime or other costs, such requests will not be unreasonably denied. If such a request is denied, the PBA will be provided the reason for denial in

writing.

- D. Members not part of the bargaining team must request annual leave at least twenty-four (24) hours in advance or be off duty to attend bargaining sessions.

## **Article 4**

### **No Strike**

#### 4.1. 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.

#### 4.2. 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 dismissal, and any such disciplinary action shall not be subject to the Grievance Procedure established herein.

## Article 5

### **Dues Deduction**

#### 5.1. Deductions and Remittance

- A. During the term of this Agreement, the University will deduct PBA dues in an amount established by the PBA and certified in writing by the President of the Florida Police Benevolent Association to the UFBOT, from employees' pay for those employees who individually make such request on the deduction form provided by the PBA included as Appendix A. 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) calendar 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) calendar days following the date of the employee's signature.
- F. Deductions of dues and uniform assessments shall be remitted exclusively to the President of the Florida Police Benevolent Association within thirty (30) calendar 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. It shall be the responsibility of the PBA to notify the University, in writing, of the name and address of the individual to whom dues are to be sent, as well as any changes thereto.

#### 5.2. 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.

### 5.3. Termination of Deduction

Deductions for PBA dues shall continue until either: 1) revoked by the employee by providing the University and the PBA with thirty (30) calendar days written notice that the employee is terminating the prior check off 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.

### 5.4. Indemnification

The PBA shall indemnify, defend, and hold the UFBOT, 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 that the University has agreed to deduct.

## **Article 6**

### **Non-Discrimination**

#### 6.1. Union Membership and Activities

Employees in the unit shall have the right to join, and participate in, or to refrain from joining, forming, or participating in the Union. Neither the Employer nor the Union or employee will illegally discriminate against any employee in regard thereto.

#### 6.2. Unlawful Discrimination

Neither the University nor the Union nor an employee shall unlawfully discriminate against any employee based upon race, creed, color, sex, religion, age, disability, sex, sexual orientation, gender identity and expression, marital status, national origin, political opinions or affiliations, genetic information, and veteran status. While such disputes are subject only to the enforcement mechanisms established by law and are not subject to grievance and arbitration under this Agreement, the Union may, at any time, request a consultation with the UF Human Resources Director of Employee and Labor Relations or designee in order to address issues of concern.

## Article 7

### **Work Week and Work Day**

#### 7.1. Work Week

##### A. Sworn Officers/Sergeants

1. Patrol: The normal work schedule for Patrol will consist of 12-hour shifts.
2. Non-Patrol: The normal workweek for each of these employees assigned to non-Patrol units/assignments shall be eighty (80) hours during the fourteen (14) day work period, which shall apply to bargaining unit employees assigned to non-patrol assignments.
3. When required hours of work exceed eighty (80) hours during the fourteen (14) day work period, compensation for overtime worked may be in the form of overtime pay unless the time can be adjusted during the pay period as staffing permits, or the employee and the supervisor agree that the employee be credited with overtime compensatory leave, in agreement with UF HR policy. Except as otherwise provided in Section 7.7. below or in Article 8, only actual hours worked shall count for the purpose of computing overtime.

##### B. Non-Sworn Dispatchers/PCO

1. The normal workweek for each of these employees shall be 40 hours.
2. When required hours of work exceed forty (40) hours during the work week, compensation for overtime worked shall be in the form of overtime pay. PCO's are not eligible for overtime compensatory leave. Except as otherwise provided in Section 7.8 below, only actual hours worked shall count for the purpose of computing overtime.

- C. The University may establish an alternate work schedule as deemed appropriate by the Chief of Police or designee. Any revised schedule will consist of a 14 consecutive day calendar work cycle and regularly scheduled hours of eighty (80) per work cycle, with overtime paid in accordance with the eighty (80) hour work cycle as described above. Prior to implementing an alternative work schedule, the Chief of Police or designee shall provide the PBA with the proposed work schedule and a list of employees affected. The PBA may consult with the Chief of Police or designee over the proposed alternate work schedule prior to implementation. The duration of the alternate schedule is to be determined by the Chief of Police or designee. The hours of the workdays in the workweek, or alternate schedule, are to be determined in consideration of the needs of the University, the Police Department and the employee(s). An alternate work week schedule will not be implemented by the

University until the PBA has had sufficient time to review and consult with the Chief of Police or designee on the proposed schedule. However, if the consultation does not result in an agreement on an alternative work schedule or the terms upon which it is to be implemented, the alternative work schedule will not be implemented.

- D. An employee will be given fourteen (14) calendar days' notice of a change to the employee's regular assignment, except in instances of mutual agreement between the employee and the University, or an official emergency, or to meet unforeseen law enforcement needs. By way of example only, a change in assignment could include day shift to night shift or from Patrol to Specialty Unit.
- E. An employee who rotates shift assignments (day shift to night shift or night shift to day shift) should have a minimum of twenty-four hours 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 do not permit. Up to twelve (12) hours of paid administrative leave will be granted for this. These hours will be counted as hours worked for purposes of calculating overtime.
- F. The Department will determine the shift for which the administrative leave will be granted. If the leave cannot be granted between shifts, leave will be granted within 30 calendar days except when an emergency situation or staff limitation do not permit. Any leave will be taken in accordance with Department policy and this contract.

## 7.2. Work Day

- A. The Department 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.
- B. The Department will make reasonable efforts to ensure that sworn employees receive a thirty (30) minute paid meal break each shift, and two paid fifteen (15) minute breaks, one in the first half of the shift and one in the second half of the shift. These breaks will be considered work time. Employees may be called to return to duty during these work periods. There shall be no penalty or monetary consequences if the meal or other breaks are not received.
- C. PCO's shall receive a thirty (30) minute unpaid meal break each shift.

## 7.3. Administrative Leave Increments

Should a bargaining unit employee have to use administrative leave, it will be granted in appropriate increments, up to 12 hours for each workday the employee is regularly scheduled to work.

#### 7.4. Holidays

- A. Employees shall be entitled to observe all official holidays designated in accordance with University Regulations.
- B. Holidays for employees assigned to shift work: Shift work is defined as an assignment that requires employees to work rotating days off that include Saturday and Sunday. For the purposes of Section 7.4., “holiday” shall be defined as the actual calendar date of the holiday, which may not always be the date of the official holiday observed by the University. For example, if New Year’s Day falls on a Sunday, the University may observe the official holiday on Monday, but for the purposes of this contract, the holiday would be Sunday, the actual calendar date of the holiday.
- C. Holidays for employees assigned to non-rotating shift work (Monday-Friday): Employees who are regularly scheduled to work Monday through Friday, for the purposes of Section 7.5., “holiday” shall be defined as the date of the official holiday as observed by the University.
- D. Should a bargaining unit employee work a holiday, as defined above, or if a holiday falls on the employee’s regularly scheduled day off, special compensatory leave will be earned as follows:
  - 1. Employees who work a regular duty shift of any length that STARTS on the day of a holiday will earn special compensatory leave hour for hour for actual time worked, up to the maximum number of hours of the employee’s regularly scheduled shift for that day (example: for 12-hour shift employees the maximum number of special compensatory hours earned would be 12; and for 10-hour shift employees the maximum number of special compensatory hours earned would be 10).
  - 2. Employees who work a regular shift of any length that only ENDS on the day of a holiday will earn special compensatory leave hour for hour for actual time worked on the holiday only up to a maximum of eight hours.
  - 3. If a holiday falls on the employee’s regularly scheduled day off, the employee will earn up to eight hours of special compensatory leave depending on the actual number of hours worked in the pay cycle.
  - 4. An employee who is normally scheduled to work the holiday, but is approved for holiday leave, will be compensated for eight hours of holiday leave. The Department reserves the right to limit the number of officers working on any given holiday. When determining which officers will be selected to work a holiday, the decision will be based first on the needs of the department and then on seniority.
  - 5. Hours worked by an employee at a special event assignment on a holiday which is

outside of the employee's regular duty shift are not eligible for earning special compensatory leave, unless the time is deemed a non-reimbursable event.

#### 7.5. Disciplinary Suspensions

In the event of a suspension of a bargaining unit employee for disciplinary reasons, the suspension will be based upon hourly increments.

#### 7.6. Special Compensatory Leave

- A. An employee may accumulate up to 240 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 240 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 8 hours or in increments equivalent to the number of hours in an employee's regularly scheduled workday. Normally, an employee will be given 14 calendar days' notice when required to use special compensatory leave in an increment in excess of 40 hours, and 7 calendar days' notice when required to use special compensatory leave in an increment of 16 to 40 hours.
- C. Employees working during an emergency closing of the University of Florida will receive Special Compensatory Leave based on an hour for hour worked.

#### 7.7. Special Events and Work Assignments

- A. Employees assigned to work special events, football games or other similar assignments shall be compensated at their regular rate of pay for all hours worked, and such hours will be counted for purposes of computing overtime. When the event is reimbursable to the Department, sick leave, annual leave, military leave, special compensatory leave, administrative leave, and holiday hours will count as hours worked for the purpose of computing overtime.
- B. If an employee report prepared to work an assigned special event, and the event is reimbursable to the department, the employee shall be credited with the greater of the time worked or three hours.
- C. Chief, or their designee, agrees to consult with the PBA on the process of scheduling of work assignments for special events. The parties further agree that PBA may designate a bargaining unit member to participate in such consultation.

#### 7.8. The University agrees to consult with the PBA on the issue of Special Events and work assignments as they pertain to overtime.

## 7.9. University Emergency Closing

Bargaining unit members who receive Emergency Closing Administrative Leave as a direct result of an officially designated University Emergency Closing will have those hours count as hours worked for the purposes of computing overtime during the pay period in which the University Emergency Closing occurs.

## Article 8

### **On-Call Assignments, Call-Back, and Court Appearance**

#### 8.1. 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 word where the employee may be reached by telephone or by other electronic signal device in order to be available to return to a work location on short notice to perform assigned duties.

#### 8.2. 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 the amount of two dollars (\$2.00) 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 holiday will be compensated by payment of a fee in the amount equal to one-fourth of the employee’s hourly base rate of pay for each hour such employee is required to be available.

#### 8.3. Call-Back

Call-back shall be defined as when an employee is unexpectedly called back to perform work beyond the employee’s scheduled work hours for that day. The employee shall be credited with the actual time worked, including travel time between the employee’s home and the assigned work location, or two (2) hours, whichever is greater. Call-back does not include scheduled meetings, trainings, activities, or other events. The time shall be compensable for purposes of computing overtime.

#### 8.4. Court Appearances and Hearings

- A. Court appearances shall be defined as any time an employee appears (in-person, telephonically, or virtually) as a witness pursuant to a subpoena in a job-related court case, not during the employee’s regularly assigned shift. Student Conduct hearings or Bureau of Administrative Review hearings are also covered under this definition.
- B. For in-person appearances or hearings, employees shall be permitted to accept the witness fee or be credited in fifteen (15) minute increments for actual time worked beyond the employee’s scheduled work hours or three (3) hours, whichever is greater. The time shall be compensable for purposes of computing overtime and will not be

adjusted unless the employee chooses to do so.

- C. For court appearances or hearings that take place virtually or by phone, the employee will be credited in fifteen (15) minute increments for actual time worked beyond the employee's scheduled work hours or a one (1) hour, whichever is greater. The time shall be compensable for purposes of computing overtime and will not be adjusted unless the employee chooses to do so.

#### 8.5. Phone Calls, Meetings, and Virtual Meetings

This section applies to phone calls and meetings (in-person or virtual), not during the employee's regularly assigned shift. For phone calls, employees shall be credited in fifteen (15) minute increments for actual time worked in excess of fifteen (15) minutes beyond the employee's scheduled work hours. For virtual meetings, employees shall be credited with the actual time worked beyond the employee's scheduled work hours or one (1) hour, whichever is greater. For in-person meetings, employees shall be credited with the actual time worked beyond the employee's scheduled work hours, not including travel time, or two (2) hours, whichever is greater. The time shall be compensable for purposes of computing overtime. Any time accrued beyond the employee's scheduled work hours shall be pre-approved by a supervisor when possible or as soon as practical when due to unforeseen circumstances.

## Article 9

### **Sworn Law Enforcement Officer Promotions and Assignments**

#### 9.1. Promotions

The filling of vacant sworn positions should be used to provide career mobility for each Law Enforcement Officer 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 the University's judgment, is most qualified to perform the duties as described in the class specification, position description, and other documents describing the position.

#### 9.2. Promotional procedures and eligibility for promotions to bargaining unit positions shall be in accordance with Departmental policies in effect at the time the vacancy is to be filled. A variety of job-related screening criteria may be utilized for all employees who wish to be considered for a promotion and the criteria may vary depending on knowledge, skills, and abilities required for each open position. All sworn vacant positions to be filled/replaced will follow the process below.

- A. Each employee interested in promotion must first meet the qualifications outlined in Departmental policies and this Agreement and must pass the promotional process as specified in Departmental policies in effect as of the date of ratification of this agreement.
- B. The process will include a promotional exam, as outlined in Section 9.4., and a panel interview, as outlined in Departmental policy.
- C. Upon passing the promotional process, all such employees are considered qualified candidates for promotion and will be included on a List of Qualified Candidates for Promotion that will be valid for the period July 1 (or as soon as the results are known, if later) through the end of the fiscal year (June 30). When a member has successfully passed the promotional process, the University will consider the member as having applied for the position. The results of the process will be electronically distributed department-wide.
- D. If a member has been issued discipline and is currently ineligible for promotion, the member shall be allowed to participate in the promotional process as outlined in Departmental policy; however, the member will not be considered for promotion until the member has satisfied the disciplinary requirements. (For example: Member A is served with discipline in July and the promotional process occurs in October. The member will be allowed to participate in the promotional process; however, the member will not be eligible for promotion until the member has satisfied the disciplinary requirements.
- E. The Police Chief or designee shall have the ability to select for promotion any

candidate included on the List of Qualified Candidates for Promotion (as described in Section 9.2.C.) whom he/she believes best matches the needs of the specific vacancy and the Department.

F. If requested, any candidate passed over for promotion shall have a meeting with the Police Chief regarding the candidate's non-promotion and how the candidate might better prepare himself or herself for future promotional opportunities.

9.3. In addition to filling vacant positions, the Police Chief or designee retains the right to reclassify an officer into a higher job classification based on the departmental needs, expanding or changing job duties or for other factors that add to operational effectiveness. To be promoted through a reclassification of position, the officer must first be on the List of Qualified Candidates for Promotion as described in Section 9.2.C.

#### 9.4. Promotional Exams

A. The University will identify for the Police Chief or designee the following elements of any written examination required for promotion:

1. The date(s) of the exam;
2. The major categories to be covered by the exam;
3. A list of study materials for applicants to consider in exam preparation; and
4. The passing score that must be attained.

B. The University agrees to consult with PBA concerning the selected exam date(s) and time(s) and will attempt to accommodate all shifts. This information will be communicated to individuals scheduled to take the examination no later than sixty (60) calendar days before the administration of the exam. When extraordinary circumstances make it necessary to administer a promotional exam at a time other than originally established, employees will be given adequate notice to prepare for the examination.

C. The results of the exam will be electronically distributed department-wide. Employees who pass the exam shall be ranked in order based upon their final score, from the highest score to the lowest score.

9.5. The parties acknowledge that if the University develops a new promotional process for bargaining unit positions, the PBA may designate a Sergeant within the bargaining unit to participate in the development of such processes. The individual designated by the PBA will not be eligible to participate in the promotional processes developed pursuant to this Section. Moreover, such individual shall not have access to the actual test materials, nor will they be permitted to share confidential information regarding the test itself or the processes to be used with members of the bargaining unit.

9.6. Only those employees who have been certified as law enforcement officers pursuant to Chapter 943, Florida Statutes, and are not in a probationary status, shall be eligible for promotion. Promoted employees serve a one-year promotional probationary period.

9.7. Education

Employees will be required to have a bachelor's degree in order to be eligible for promotion.

9.8. Employees will be notified in writing of their eligibility or ineligibility for the classification(s) to which they applied for promotion.

9.9. Assignments

Assignments within the Department and their duration shall be determined exclusively by the Police Chief or designee. It is agreed that the Department shall announce regular assignment opportunities by posting the assignment description and minimum qualifications by transmitting announcements through University email, with such notice being given at least 7 calendar days in advance of the selection process, during which employees will be given a minimum of 7 calendar days from the date in which to submit a request for consideration. This Section shall not preclude the Police Chief or designee from making temporary assignments as appropriate for operational efficiency. Each employee who timely submits a request for consideration and meets the minimum qualifications will be granted an interview by the Police Chief or designee prior to a selection decision being made. Any employee not selected for an assignment may request, and if requested, shall have a meeting with the Police Chief or designee regarding the employee's non-selection and how the employee might better prepare himself or herself for future assignment opportunities.

## Article 10

### **Performance Evaluations**

#### 10.1. Performance Evaluations

- A. Employees shall be subject to performance evaluation by the Department which shall ordinarily be done by the employee's immediate supervisor. Performance ratings shall be based on an analysis of the employee's actual job performance. Numerical arrest, citation, or violation totals will not be used as a principal basis for determining the overall level of rating for any employee.
1. The Employee Evaluation will have either a rating of "Below Performance," "Achieves Performance," or "Exceeds Performance", and no numerical rating will be used.
  2. Generally, without compelling circumstances, the employee's evaluation shall normally receive an overall rating based on the majority rating. For example: An employee receives three (3) achieves, and two (2) exceeds on their evaluation. The employee shall generally be assigned an achieves as an overall rating, unless compelling circumstances exist. In the event that the employee has had a significant issue/event, the rating supervisor may assign the more appropriate rating, irrespective of the guidelines above.
- B. In the event the employee is in danger of receiving a "Below Performance," the employee shall be provided with information regarding the basis of the evaluation in the form of a written copy of all employee notes and documents which are used for the evaluation period as soon as the deficiency has been brought forward so that the bargaining unit member may begin to make the necessary corrections.
- C. If an employee is not probationary and does not meet the performance standards of current classification, the University shall develop a performance plan intended to correct performance deficiencies.
- D. Such employee shall also be granted, upon written request, an opportunity to discuss with an administrator at the next highest-level concerns regarding the evaluation, which rates the employee as "Below Performance." 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 and the Division of Human Resources. These reviews shall ensure that the performance evaluation was not done in an arbitrary or capricious manner.

- E. The employee may be removed from his or her position for performance reasons no sooner than sixty (60) days after receipt of the improvement plan if adequate improvement in performance is not made and sustained.
- F. The University reserves the right to change, alter, or modify the performance evaluation system, to include the timing of evaluations, subject to the PBA's right to bargain said changes, alterations, or modifications prior to implementation.

## 10.2. Grievability

Only an employee who is not in an initial or promotional probationary status may file a grievance pursuant to this Article. A grievance may only be filed if the employee is demoted or dismissed for an evaluation of "Below Performance."

## Article 11

### **Internal Investigations and Discipline**

#### 11.1. Internal Investigations for Sworn Law Enforcement

- A. The parties recognize that sworn law enforcement personnel occupy a special place in American society. Therefore, it is understood that the University has the right to expect that a professional standard of conduct be adhered to by all sworn law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of misconduct, the University reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused employees. In the course of any internal investigation, the investigative methods, and processes used will be consistent with the Law Enforcement Officers' Bill of Rights, Part VI of Chapter 112, Florida Statutes. It is recognized, however, that alleged violations of the Law Enforcement Officers' Bill of Rights are subject only to processing as a grievance up to Step 2 of the Grievance Procedure in addition to the remedies provided by statute.
- B. Supervisors should be sensitive to anonymous complaints and should review the allegations to determine if any basis exists for the complaint. Generally, no action will be taken on anonymous complaints unless:
1. The person is willing to submit a digitally signed electronic statement or signed written statement; or
  2. The allegation would constitute criminal misconduct or a serious policy violation; or
  3. There is independent evidence available, such as Department records, which may be used to corroborate the complaint.
- The complaint will be considered a resolved informal complaint if not covered under (1), (2), or (3) above. All anonymous complaints will be documented in the Citizen's Complaint module.
- C. No employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of responses during an investigation of a complaint unless authorized by statute or a decision of the Florida Supreme Court.

- D. In cases where the University determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave with pay. Any employee placed on administrative leave pending investigation under this Section shall hold himself or herself reasonably available during regular business hours to facilitate the investigation.

#### 11.2. PCO Conduct Review

The University shall initiate a conduct review upon receipt of a complaint, allegation, or knowledge of, misconduct and/or policy, regulation, rule, or federal/state statute violation. The University's review will be conducted in a prompt, objective, and thorough manner, affording reasonable opportunities for all involved parties to participate in the process.

#### 11.3. Expedited Corrective Action Process

Expedited Discipline Process (ECAP) is available for employees who acknowledge they committed a policy violation and wish to expedite disposition of the matter. A PBA bargaining unit member who is the subject of a complaint may agree to participate in ECAP for an administrative investigation described as follows:

##### A. Purpose of ECAP

1. A formal investigation and disciplinary appeal can consume considerable time and resources.
2. On a purely voluntary basis, the subject employee may wish to acknowledge having violated agency policy or directives and accept discipline, rather than proceeding with a formal investigation and disciplinary appeal.
3. ECAP is designed to reduce the length of time it takes to complete an investigation.
4. ECAP is available to address all violations of UFPD Directives and University Regulations, except for a Criminal Conduct violation.
5. An employee's acknowledgment of a policy or directive violation, decision to take responsibility for his or her actions, and cooperation in determining appropriate corrective actions will be considered as mitigating factors when the University is determining the appropriate level of corrective action and may result in less severe discipline than the formal disciplinary process.

## B. Procedures for ECAP

### 1. ECAP Phase 1 – Notification of Complaint and ECAP Offer

- a. When a supervisor receives a complaint, they shall review the complaint to ascertain if it is suitable for ECAP.
- b. Upon receiving a complaint, the supervisor shall forward it to the Chief or Designee.
- c. If the Chief or Designee determines the complaint is appropriate for ECAP, the Chief or Designee shall notify the employee that he or she is the subject of an Administrative Investigation. Notification to the employee by the Chief or Designee may be made in person, memorandum, or Notice of Administrative Investigation.
- d. The Chief or Designee may offer the employee an opportunity to participate in ECAP via the ECAP Response form found in Appendix E.
- e. Once the Chief or Designee offers the option of ECAP, the employee has five (5) calendar days to respond as to whether or not he or she would like to participate in ECAP.
- f. In order to initiate ECAP, the employee must give his or her response, in writing via the ECAP Response form, to the Chief or Designee within five (5) calendar days' notice of the complaint. If the employee fails to sign and return the form within five (5) calendar days, a formal investigation may commence.
- g. If the employee refuses to enter into the ECAP process, a formal investigation may commence. If the employee agrees to enter the ECAP process, the process continues to Phase II.

### 2. ECAP Phase II – Chain of Command Recommendations

- a. The subject employee's performance history and all previous discipline history with the agency shall be considered consistent with the limits in this Article 11.
- b. Upon an employee agreeing to enter the ECAP process, the ECAP Response form will be forwarded through the chain of command for signatures and recommendations, and then returned to the employee within ten (10) calendar days.

3. ECAP Phase III – Final Review and Acceptance of ECAP
  - a. The employee has five (5) calendar days to review the finalized ECAP Agreement recommendation. If the ECAP Agreement is not returned back to the Chief or Designee within five (5) calendar days, the employee will be deemed to have withdrawn his or her waiver of an investigation and the investigation will proceed. The University may withdraw its agreement to ECAP and begin an investigation at any time before the employee returns the executed ECAP Agreement.
  - b. By signing the ECAP Agreement, the subject employee agrees that:
    - i. The employee is participating in the ECAP process freely and without any expressed or implied threat, promise, or intimidation.
    - ii. The employee does not wish to contest the factual allegations in the complaint.
    - iii. For sworn law enforcement, the employee waives their rights under Section 112.532, Florida Statutes, “*Law Enforcement Officers’ and Correctional Officers’ Rights.*”
    - iv. The employee waives any and all further appeals or grievances concerning the investigation and discipline imposed through ECAP.
    - v. Consistent with the limitations in this Article 11, corrective action imposed as a result of an ECAP Agreement may be used for purposes of progressive and cumulative discipline for future disciplinary action whether that disciplinary action is addressed in the ECAP program or through the full investigation process.
  - c. The ECAP Agreement shall serve as the Notice of Proposed Discipline, as well as the Notice of Final Discipline, and shall not establish binding precedent on the Chief or the University in other cases, including with regard to discipline for other employees involved in the same incident.
  - d. A copy of the signed ECAP Agreement will be sent to the:
    - i. Subject employee.
    - ii. Appropriate Division Commander.

- iii. Office of Professional Standards – to be placed in the employee’s discipline file.
- iv. Human Resources Department.
- v. If, during or after the ECAP process, it is determined that an employee provided false or materially incomplete information to the University, the employee may be subject to discipline independent of any corrective action taken as a result of the ECAP process.

11.4. The University and the PBA endorse the principle of progressive discipline, while at the same time recognizing that certain types of actions or offenses are of such a nature as to warrant immediate dismissal. The purpose of this Article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Supervisors shall provide privacy to the extent practicable when administering disciplinary actions. The University shall administer standards for performance and conduct to ensure timely and equitable disposition of disciplinary problems. Discipline can be imposed for just cause only. Levels of penalties are dependent upon the seriousness of the offense and any aggravating or mitigating circumstances, or as otherwise required by law. The concept of progressive discipline is endorsed dependent upon the offense. Each situation is assessed on a case-by- case basis; however, the University shall consider other discipline-related offenses collectively when in the best interest of the University. Appropriate disciplinary penalties include oral reprimand, written reprimand, suspension without pay, dismissal, and/or demotion with or without reduction in base pay.

- A. Disciplinary actions administered to employees may be taken only for just cause. Discipline shall be processed and issued in accordance with this Article 11.
- B. Except as otherwise provided herein, written reprimands shall not be used in progressive disciplinary actions against an employee provided the employee has maintained a discipline free work record for at least two (2) consecutive years.
- C. Except as otherwise provided herein, oral reprimands shall not be used in progressive disciplinary actions against an employee provided the employee has maintained a discipline free work record for at least one (1) year.
- D. When the University is considering whether to dismiss an employee for cause, the University shall have the ability to review and consider the individual’s entire employment/disciplinary history.
- E. Each employee shall be furnished a copy of all disciplinary actions placed in the employee’s official personnel file and shall be permitted to draft a rebuttal statement.

- F. An employee may request that a PBA Staff Representative or UF Human Resources representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which dismissal, suspension, or disciplinary or performance based demotion with or without reduction in base pay of the employee is being considered.
- G. Except as otherwise provided in this Agreement, discipline may be grieved as follows:
  - 1. All employees may grieve oral or written reprimands through Step 2.
  - 2. Non-probationary employees may grieve dismissal, suspension, and disciplinary or performance-based demotion with or without reduction in base pay through Step 3.
  - 3. During promotion probation, employees may grieve dismissal through Step 3.
  - 4. During initial probation, employees may grieve suspension through Step 3.

11.5. Standards For Performance and Conduct.

- A. Just cause is required for disciplinary action. The type of employee conduct that supports just cause includes, but is not limited to, negligence, inefficiency, incompetence, inability or unwillingness to perform assigned duties, repeated and/or gross substandard performance of assigned duties, unsatisfactory attendance, insubordination, violation of the provisions of law or University rules, conduct unbecoming a public employee, misconduct, habitual drug abuse, or conviction of any crime involving moral turpitude. When determining whether just cause exists, the following questions should be considered:
  - 1. Was the employee given advance warning or knowledge of possible or probable disciplinary consequences of the employee's conduct?
  - 2. Was the rule or managerial order reasonably related to the orderly, efficient, and safe operation of the job function?
  - 3. Before administering discipline to an employee, was an effort made to discover whether the employee did, in fact, violate or disobey a rule of management?
  - 4. Was the investigation or conduct review administered fairly and objectively?

5. Have the rules, orders, and penalties been applied evenly and without discrimination to all employees?
  6. During the investigation or conduct review, was there developed substantial evidence or proof that the employee was guilty of the offense as claimed?
  7. Is the degree of discipline reasonably related to the seriousness of the proven offense and the employee's record of service with the University?
- B. A supervisor's activities regarding disciplinary action should be conducted in such a way that all of the above questions could be answered "yes" if the facts were reviewed at a later date. However, the failure to answer "yes" to any one of these questions shall not automatically constitute grounds for reversing a disciplinary action. For instance, and by way of example only, if the grievance officer or arbitrator concludes that the University's investigation was deficient in some respect, but that the deficiency was such that the employee was not prejudiced, the grievance officer or arbitrator may decide to uphold the discipline imposed by the University. Similarly, and by way of example only, the University's failure to meet the literal requirements of notice, reasonable rule, equal treatment or penalty, may be excused by the grievance officer or arbitrator either because there was no demonstrable injury to the employee or because the University acted within the bounds of its reasonable discretion.

#### 11.6. Job Abandonment

Any employee who is absent from work for three (3) or more consecutive work-days without authorization shall be considered to have abandoned his or her position, and may be dismissed. Only an employee who is not in an initial probationary status may file a grievance pursuant to this Section.

#### 11.7. Predetermination Procedures

- A. Written Notice - Prior to the dismissal, suspension, or disciplinary reduction in pay of a permanent employee, the University shall give the employee written notice as follows:
1. The employee shall be given written notice of the proposed action at least five (5) days prior to the date the action is to be taken.
  2. If the employee is available, the notice shall be hand-delivered to the employee and the employee shall acknowledge receipt. Otherwise, the notice shall be mailed to the employee by certified mail, return receipt requested. The mailed notice shall be considered received by the employee even if refused or ignored.

B. Contents of Notice - The notice shall be signed by the person authorized to make the final decision or his or her designated representative and shall include the following:

1. The effective date of the University's proposed final action;
2. The specific charges or reasons for the action;
3. A list of documents on which the charges or other reasons are based and a statement that documents shall be available to the employee upon request;
4. A statement that the employee may, within two (2) workdays of receipt of the notice, submit a request in writing for a conference at which the employee may make an oral or written statement, or both, to the University to refute or explain the charges or reasons for the action; and the name, address, and telephone number of the person to whom the request for a conference shall be directed;
5. A statement that the requested conference must be held prior to the proposed effective date of the action, at a time and place determined by the University, normally during regular business hours, and that the employee may bring a representative to advise and assist;
6. A statement that the University desires to reduce the risk of error in taking the action against the employee and to avoid damaging the employee's reputation by untrue or erroneous charges, and therefore, the University is interested in receiving and considering the employee response; and
7. Will include reference to ~~Article~~ 11.7.

C. Conference - If a conference is requested by the employee, it must be conducted by the person(s) authorized to make the final decision or his or her designated representative(s) as follows:

1. The person(s) conducting the conference shall convene the conference at the time and place set by the University and shall identify all participants. He or she shall explain that the purpose of the conference is to hear the employee's response to the charges in order to protect the employee from erroneous or arbitrary adverse action, to afford the University an opportunity to reevaluate its position after reviewing the information presented by the employee, and to thereafter affirm or alter the disciplinary action as may be warranted.
2. The conference shall be informal and shall not be in the nature of an evidentiary hearing. The employee may bring a representative to assist or advise him or her,

but discovery, cross-examination, and similar legal procedures are not permissible. The employee shall be permitted to submit relevant information, orally or in writing, or both, with the privilege being reserved to the University to give such information the weight it deems proper. The employee shall be informed that if he or she chooses to make no response, the University will proceed on the basis of the best information it can obtain without such response.

3. After the conference is conducted, the employee shall be notified, as soon as practicable, that the proposed final action will be effective on a specific date, that the proposed final action has been revised, or that no action will occur.
- D. Decision – After the conference, if the University determines that it will proceed with the reduction in pay, suspension, or dismissal of the employee, the employee shall be notified in writing by personal delivery or by certified mail, return receipt requested, within five (5) workdays from the date the action is effective, of the employee’s right to grieve under Article 15. In the course of any disciplinary action for sworn law enforcement, processes used will be consistent with the Law Enforcement Officers’ Bill of Rights, Part VI of Chapter 112, Florida Statutes.
- E. During the period between the first notice and the effective date of the action, one (1) of the following options shall be used by the University: retain the employee in his or her usual duties; temporarily assign the employee to other duties; or place the employee on administrative leave.

## **Article 12**

### **Drug Testing and Fitness for Duty**

- 12.1. It is the policy of the University that its employees shall not use illegal drugs or abuse alcohol or otherwise lawful drugs. The possession, use, or sale of illegal drugs or drugs obtained illegally is forbidden to all employees, regardless of whether such use, possession, or sale occurs on or off duty and may serve as grounds for discipline up to and including dismissal. The use or possession of alcoholic beverages while on duty (including break and meal periods) is expressly prohibited.
- 12.2. Any employee covered by this Agreement shall be subject to a blood, urine, hair or breath test accomplished by certified and qualified operators if there is reasonable suspicion on the part of the employee's immediate supervisor and the Police Chief or designee, that the employee is under the influence of alcohol, drugs, or controlled substances while on duty or is otherwise in violation of Section 12.1. Any specimen collected will be tested by a certified and accredited laboratory. For purposes of determining reasonable suspicion, the Department will use the standards described under Section 112.0455, Florida Statutes.
- 12.3. When an employee tests positive (e.g., a drug or drugs is detected), a second test will be run on the sample originally taken. The standards for determining whether a test is positive will be as provided under Chapter 59A-24, Florida Administrative Code, or any successor thereto. If the second test does not detect the presence of a drug or drugs, the second test shall prevail.
- 12.4. Testing will be done at the University's expense. Prior to testing, the employee shall be afforded the opportunity to disclose any medications or substances that may impact the test results. If the test results establish with reasonable scientific certainty that an employee is present at work with the presence of alcohol or drugs in his or her system, the employee may be disciplined or dismissed.
- 12.5. The failure or refusal of an employee to submit to a blood, urine, hair, or breath test when ordered to take such test shall result in dismissal.
- 12.6. In the event that an employee informs the University of his or her abuse of alcohol/drugs prior to reporting for duty and prior to testing, disciplinary action may be taken, up to and including dismissal; however, the University may, at its sole discretion, instead allow an employee the option of enrolling in a bona fide rehabilitation/treatment program. Employees can receive individual consultation sessions or be referred to community providers or agencies for assistance in dealing with drug and alcohol abuse through the University's Employee Assistance Program. Failure to successfully complete the

rehabilitation/treatment program within the time frame specified by the rehabilitation/treatment program/healthcare provider, and, as verified by the University of Florida Human Resources, shall result in dismissal. Sick leave and/or vacation may be utilized for rehabilitation and treatment. If sick leave and vacation credits have been exhausted, employee may be granted a leave of absence, without pay. Leaves under this Section may be designated as FMLA where permitted or required by law. If a rehabilitation opportunity is afforded, it shall be permitted for a first offense only.

- 12.7. The parties agree that during the term of this Agreement, the University shall have the right to establish a Drug Free Workplace Program as set forth in Chapter 440, Florida Statutes, and that the University may update the program to conform to changes in the law and regulations. The University will provide the PBA with a copy of any proposed Drug Free Workplace program at least sixty (60) calendar days before implementation, and upon request, consult with the PBA before the Program's effective date.
- 12.8. Health and Fitness Program. The University shall consult with PBA prior to implementing a mandatory health and fitness program for employees. Such consultations shall not constitute a waiver of the PBA's right to negotiate concerning changes in terms and conditions of employment.
- 12.9. Employees who are actively participating in a detached unit are subject to random drug testing.

## Article 13

### **Employment Status**

#### 13.1. Employment Status for Law Enforcement Officer

Employees in the bargaining unit, as defined in Article 1 whose primary role is the enforcement of laws, will be employed in regular status under the Law Enforcement Officer - Non-exempt (salary administration plan for purposes of the University's employee database system), and are subject to a probationary period starting at the time of hire into the Law Enforcement Officer salary administration plan and lasting for twelve (12) months after beginning the Field Training Officer program. Following successful completion of an initial or promotional probationary period, LEO employees shall be awarded permanent status in the rank of their appointment.

#### 13.2. Employment Status for Police Communications Officer

- A. Employees in the bargaining unit, as defined in Article 1, who perform dispatch roles as their primary duties, will be employed in regular status under the Police Communications Operator (PCO) – non-exempt classification. PCO I's are subject to a probationary period starting at the time of hire into the Police Communications Operator classification and lasting for twelve (12) months after beginning the Communications Training Program. Upon successful completion of the probationary period, employees in the Police Communications Operator classification shall be automatically reclassified from PCO I to PCO II. Police Communications Operators are also covered by Section(s) 13.3. and 13.4. of this Article.
- B. Non-reappointment – PCO II's do not have tenure or permanent status and have no expectation of appointment beyond the three (3) months' notice period set forth as defined: Employees shall be given three (3) months written notice that his or her employment will end. The applicable three-month notice shall be calculated from the date of the notice to the date that employment will end without regard to an employee's appointment period. The decision to issue a notice of Non-reappointment may not be for an arbitrary and capricious reason. An arbitrary and capricious reason is defined as willful and unreasonable action without consideration or regard for the facts and circumstances.
- C. Following receipt of the notice of non-reappointment, a PCO II may be reassigned to other duties and responsibilities or placed on administrative leave for all or any part of the period from the notice to the end of employment, or in lieu of all or a portion of the notice period may be paid an amount, less withholding equal to all or any part of

the salary he or she would have received prior to the effective date of the end of employment as may be allowed under Florida law.

D. Non-reappointment is subject to the grievance procedure outlined in Article 15.

### 13.3. Probationary Appraisals

A. A probationary performance appraisal is required for all employees serving in a probationary period. Employees must meet the performance standards of their designated position. The performance appraisal period shall be the same as the probationary period. The probationary performance appraisal should be completed and presented within the last thirty (30) days of the probationary period. If an extended probationary period is required, the performance appraisal period shall be extended by the same length of time.

B. If a performance appraisal is not completed to evaluate an employee's original or extended probationary period, then the employee will be considered to be performing at an acceptable level of competence and there by default to an achieve rating.

C. Employees with permanent status may not be terminated absent just cause pursuant to this Agreement. Employees who fail to successfully complete a promotional probationary period (to include any extensions) will be returned to their previous rant/position with a pay rate calculated based on what their rate of pay would have been had they remained in the prior position unless dismissed for cause.

### 13.4. The Chief, or designee, may extend an employee's initial or promotional probationary period as follows:

A. Performance-Related. If the Chief. or designee. determines that an employee on initial or promotional probation needs additional time to perform the full range of job responsibilities or demonstrate the competence necessary to fully and consistently perform job functions, the Chief, or designee, may extend an employee's probationary period in three (3) month increments not to exceed a total of twenty-four (24) months. If the Chief. or designee, extends an employee's probation for performance-related reasons, the employee shall be given at least fourteen (14) calendar days' notice prior to the expiration of the probationary period along with a written notice of the employee's deficiencies and a corrective action plan for successful completion of probation.

B. Non-Performance Related. The Chief, or designee, may extend an employee's initial or promotional probationary period for non-performance related reasons, such as limited opportunity to train under normal operating conditions and/or limited ability to participate in on-the-job training. If the extension is for non-performance related

reasons, the Chief, or designee, shall provide the employee with notice of the extension and the reason for the extension. This notice may be provided to the employee at any time during the probationary period. For non-performance related extensions. There is no specified increment of the extension period other than the probationary period cannot total more than twenty-four (24) months.

- C. Subject of Active IA. The initial or promotional probationary period of an employee who is the subject of an active IA shall be tolled during the pendency of the IA. The tolling period shall commence on the date the University provides the employee with written notification of the internal investigation and continue until the IA is complete. No other notice is necessary for the tolling period to commence. Once the IA is complete, the tolling period shall end, and the initial or promotional probationary period shall re-commence. Nothing in this Section 13.4.C. shall affect the right of the Chief, or designee, to extend the initial or promotional probationary period in accordance with Sections 13.4.A. and B., above. The tolling period shall not be counted towards the twenty-four (24) month period set forth in Sections 13.4.A. and B.

## **Article 14**

### **Personnel Records**

#### 14.1. Personnel File

- A. There shall be only one official personnel file for each employee, which shall be maintained in the Division of Human Resources. Duplicate personnel files may be established and maintained within the University. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items that are not filed in the official personnel file.
- B. 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 and shall be sent a copy of any derogatory material which is placed in the file.
- C. The University and the PBA agree that letters of counseling or memos are not discipline.

## Article 15

### **Grievance Procedure**

#### 15.1 Policy

- A. The University and the PBA encourage the informal resolution of employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible to the University representative who has authority to address the complaint. Such review and discussion should be held with a view to reaching an understanding which will resolve the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article. If the complaint is not resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provisions of this Article and subject to the limitations established by Section 447.401, Florida Statutes.
- B. “Grievance” means a dispute filed with the Police Chief/designee (Step 1, 2 or 3) using Appendix B, C, or D of this Agreement concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted. All grievances must be filed within ten (10) days of the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have known of such act or omission if that date is later.
- C. “Grievant” means an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee, or the PBA.
- D. “Days” means Monday through Friday, excluding any day observed as a holiday by the University. In calculating days under this Article, the date of the act or omission shall not be counted.
- E. A grievant who decides to use this Grievance Procedure shall, prior to the Step 1 meeting, choose whether to be represented by the PBA. A grievant shall not be represented by a PBA Representative who serves as that employee’s regular first level supervisor, and a supervisor may not be represented by a PBA Representative who is regularly directly supervised by the grievant.
  - 1. When the grievant has elected PBA representation, both the grievant and the PBA Representative shall be notified of the Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the grievant and the PBA Representative, and any decision agreed to by the University and the PBA shall be binding on the grievant.
  - 2. If the grievant is not represented by the PBA, Human Resources shall timely

notify the PBA such that the PBA is given reasonable opportunity to be present at any meeting called for the resolution of such grievance. The processing of the grievance and any resolution will be in accordance with the terms of this Agreement.

3. The PBA shall not be bound by the decision of any grievance or arbitration in which the grievant was not represented by the PBA.
- F. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the University to take the action it proposes, subject to the final disposition of the grievance. In the event an employee is given a directive by a supervisor which he or she believes to be in conflict with the provisions of this Agreement, the employee shall comply with the directive at the time given, but may thereafter grieve such directive to the extent permitted by this Agreement. The employee's compliance with such directive shall not prejudice his or her right to pursue a grievance.
- G. The resolution of a grievance prior to a written decision of an arbitrator shall not establish a precedent binding on the PBA or the University.
- H. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.
- I. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
- J. If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked.
- K. Each grievance, request for review, and arbitration notice must be submitted in writing on the appropriate form attached to this Agreement as Appendices B, C and, D and shall be signed by the grievant. One Appendix B, C, and D may be filed and signed by the PBA in a grievance with more than three (3) grievants. Grievances shall be considered filed upon date of receipt. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, a PBA representative may sign such forms for the grievant.

## 15.2 Procedures

### A. Step 1

1. An employee having a grievance may, within ten (10) days following the occurrence of the event giving rise to the grievance, present the written grievance to the Deputy Chief setting forth specifically the complete facts on which the

grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. The Deputy Chief shall schedule a meeting between the grievant, the grievant's designated representative, grievant's supervisor, or other appropriate individuals. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Deputy Chief will proceed with processing the grievance and issuing a written decision, stating the reasons thereof to the grievant's designated PBA representative within ten (10) days following the receipt of the written grievance, or the meeting scheduled pursuant to this paragraph, whichever is later, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision shall be sent to the grievant and to the PBA if grievant elected not to be represented by the PBA. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

2. Where practicable, the Deputy Chief shall make available to the grievant or grievant's designated representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.
3. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant or grievant's designated representative, as applicable, has not received the written decision by the end of the 10th day following the Deputy Chief's receipt of the grievance, or the meeting scheduled pursuant to Section 15.2.A.1., above, whichever is later.

#### B. Step 2

1. If the grievance is not resolved at Step 1, the grievant may file the grievance in writing with the Assistant Vice President of Public and Environmental Safety within ten (10) days following receipt of the decision at Step 1. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above. The Assistant Vice President of Public and Environmental Safety may have a meeting with the employee and/or a PBA Representative to discuss the grievance.
2. The Assistant Vice President of Public and Environmental Safety shall communicate a written decision to the employee and to the PBA Representative within ten (10) days following receipt of the written grievance or the meeting scheduled pursuant to Section 15.2.B.1., above, whichever is later.

#### C. Step 3 – Arbitration

1. If the grievance is not resolved at Step 2, the PBA Representative may appeal the Step 2 decision to Arbitration on a Notice of Arbitration form as set forth in Appendix D, within ten (10) days after receipt of the decision at Step 2, except as exclusions are noted. If the PBA did not represent the grievant at Step 2, the grievant may appeal the grievance to Arbitration.
2. The University and the PBA may, by written agreement, submit related grievances for hearing before the same arbitrator.
3. The arbitrator shall be one person from a list of seven (7) qualified neutrals from the Federal Mediation Conciliation Service (FMCS), all of whom shall have a Florida address for purposes of contact and travel expenses. The party requesting arbitration will be responsible for requesting the list from FMCS. The University and PBA shall select arbitrators by alternately striking from the list until one name remains. In contract interpretation grievances, the PBA shall strike first, while in grievances involving discipline, the University shall strike first.
4. Arbitrability. 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, the same arbitrator shall hear the substantive issue(s).
5. Arbitration hearings shall be held at times and locations agreed to by the parties. Under normal circumstances, hearings will be held in Gainesville; however, selection of the site shall take into account the availability of evidence, location of witnesses, and existence of appropriate facilities. Arbitration hearings shall be held in person unless otherwise mutually agreed to by the parties. Nothing herein, however, shall affect an arbitrator's authority to allow a witness to testify remotely via Zoom/other platform as circumstances may warrant.
6. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the University, the PBA, the grievant(s), and other employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:
  - a. The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
  - b. The arbitrator shall have no authority to determine any other issue and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issue(s) submitted.
  - c. The arbitrator shall limit his/her decision strictly to the application and

interpretation of the specific provisions of this Agreement.

7. The arbitrator shall be without power or authority to make any decisions:
  - a. 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, rules, or regulations having the force and effect of law; or
  - b. Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution, applicable law, 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 provisions of this Agreement.
8. The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:
  - a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his/her regular rate of pay, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more ten (10) days prior to the filing of the grievance; and
  - b. The award shall not exceed the actual loss to the grievant and will not include punitive damages or other speculative compensation which might have been earned and shall be reduced by replacement compensation received by the employee during the period of time affected by the award.
9. Each party shall be responsible for compensating and paying the expenses of its own representatives, grievant(s), attorneys, and witnesses. The reasonable fees and expenses of the arbitrator, shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. If the arbitrator fashions an award in such a manner that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator's fee and expenses. The party requesting a court reporter will pay the appearance fee of the court reporter and the cost of obtaining an original transcript for the arbitrator if one is ordered, but the cost may be split if mutually agreed to by the parties. Each side shall bear their own costs for copies of the transcript.
10. The PBA will not be responsible for costs of an arbitration to which it was not a party. Rather, such costs shall be the responsibility of the grievant.

### 15.3 Burden of Proof

- A. In all grievances, except grievances involving disciplinary action, the burden of proof

shall be on the employee.

- B. In grievances involving disciplinary action, the burden of proof shall be on the University.
- C. The burden of proof in all grievances shall be the preponderance of the evidence.

#### 15.4 Time Limits

- A. Failure to initiate a grievance within the time limits specified shall be deemed a waiver of the grievance. Failure at any Step of this procedure to submit a grievance to the next Step within the specified time limits shall be deemed to be acceptance of the decision at that Step.
- B. Failure at any Step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant, or the PBA where appropriate, to proceed to the next Step.
- C. The time limits specified in any Step of this procedure may be extended, in any specific instance, by written agreement.
- D. Claims of either an untimely filing or untimely appeal shall be made at the Step in question.

#### 15.5 Exceptions

- A. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA or an employee to process a grievance with respect to any matter which is at the same time the subject of an action which has been filed by a grievant in another forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while a grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2000, et seq.
- B. The University and the PBA may mutually agree to waive Step 1 of the grievance procedure in order to expedite the processing of a grievance.

## **Article 16**

### **Health and Safety**

- 16.1. The University shall make every 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.
- 16.2. 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.
  - 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.
  - 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. Upon submission of a Workers' Compensation Uniform Medical Treatment Form (DWC25), sworn employees required to attend follow-up medical appointments during their regularly scheduled work hours related to an injury/illness initially covered by Workers' Compensation shall be permitted to attend the appointment without loss of any pay or accrued leave (time worked), up to a maximum of forty (40) hours per Workers' Compensation injury or illness. However, in no event shall this result in compensation for overtime or compensatory hours/leave.
- 16.3. Vehicles
- A. Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the University.
  - B. The majority of marked vehicles operated by officers assigned to patrol division shall be equipped with cages. All the newly purchased marked patrol vehicles shall include the standard police package.
- 16.4. Safety Equipment and Policy

- A. Where the University has determined that an employee should be provided with a police baton, mace or OC spray, electric restraining device, or other such weapon as the University deems appropriate, a certified instructor in its use shall properly train such employee.
- B. The University shall provide its sworn law enforcement employees with custom-fitted bullet resistant vests to include an appropriate carrier. 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.

#### 16.5. Firearms for Sworn Law Enforcement

- A. The University shall provide its sworn law enforcement employees with a semi-automatic firearm. The type of semi-automatic firearm shall be at the University's discretion. The University will attempt to provide a semiautomatic firearm that is suitable to the employee's stature and hand size.
- B. In order to promote safety in the use of firearms by employees, the University will provide the opportunity for each sworn law enforcement employee to fire his/her firearm at least twice annually.
- C. The University shall issue new factory ammunition for on-duty use and ensure the ammunition does not extend past twelve months from the date of issue.

## **Article 17**

### **Conflict of Interest and Outside Employment**

#### 17.1. Outside Employment

- A. On the effective date of this Agreement, any employee who is performing employment outside of the University shall notify the Chief of Police or designee of such employment. If the employment has not been previously approved, it shall be subject to the provisions of Section 17.1.B.
- B. If an employee anticipates accepting employment outside of the University, the employee shall notify the Chief of Police or designee 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. The Chief of Police or designee shall have thirty (30) calendar days to provide written or electronic response of any objection (and reasons for the objection) to the outside employment. The failure to respond in thirty (30) calendar days will not constitute an approval.
- 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.

## **Article 18**

### **Wages**

- 18.1. For Fiscal Year 2022-2023, effective October 1, 2022, bargaining unit employees will receive a \$3,000 increase to base pay.
- 18.2. The following wage increases shall be instituted for Fiscal Years 2023-2024 and 2024-2025:
  - A. Effective October 1, of 2023, and 2024 respectively, bargaining unit employees will receive a 3.0% increase to base pay.
  - B. If the University provides a University-wide salary increase program for all TEAMS employees for Fiscal Years 2023-2024 or 2024-2025 and the raise pool for either respective Fiscal Year is greater than 3.0%, then the percentage that exceeds 3.0% will be provided to each eligible bargaining unit employee for that corresponding fiscal year.
  - C. Effective October 1, of 2023 and 2024 respectively, a 1% compression salary increase pool of all unit members will be created and distributed equally among those members who have been in their classification at the University of Florida for five (5) or more years as of October 1 of each respective year.
- 18.3. The parties agree that for each subsequent year of this Agreement, the parties shall not re-open article 18 for the purposes of determining future wage increases governed by this Agreement.
- 18.4. Raises will be calculated using the “total hourly rate in people soft.”
- 18.5. The University may provide raises beyond those mandated by this Agreement. These raises shall be for such things as competing offers, compression, market, and merit.
- 18.6. An employee promoted pursuant to Article 9 will receive an increase of at least ten percent (10%) of the employee’s base rate of pay or the minimum rate of pay for the classification to which the employee was promoted, whichever is greater.
- 18.7. Additives for Special Assignments
  - A. The University may provide salary additives to employees selected for special assignments. Prior to implementing such additives, the University shall provide the PBA with the policy including criteria and compensation, for such additives. The PBA may consult with the University under Section 3.3. prior to the implementation of the additives.

- B. Field Training Officer. Employees in active Field Training Officer (FTO) status will receive \$100/pay period and an additional \$20 for each day that the FTO conducts training. The additional training fee of \$20 for each day spent training shall be paid bi-annually during the months of August (for all training conducted from January to June) and February (for all training conducted July to December) in lump sum payments. There shall be a maximum of 12 active FTO's unless the needs of department require more. The Department will attempt to distribute FTO duty as evenly as operationally possible. (See FTO Directive)
  - C. The K-9 Officer will be paid one hour at time and one half the federal minimum wage for each calendar day the K-9 Officer is assigned care, custody, or training of the K-9.
  - D. Sworn bargaining unit employees that are Certified Dispatchers shall receive a \$500 annual payment prorated on a bi-weekly basis.
  - E. Bargaining unit employees that are assigned to a Specialty Unit, including CSD, CID, Training, Professional Standards, CIRT, Co-Responder, or Special Events shall receive a \$500 annual payment prorated on a bi-weekly basis.
  - F. If a bargaining unit employee is eligible for a Certified Dispatcher Additive, he or she is not eligible for a Specialty Unit Additive and vice versa.
  - G. Shift Differential. Employees assigned to and working on Charlie or Delta shift between the hours of 18:00 and 06:30 will receive a pensionable shift differential at a rate of \$1.00/hour.
- 18.8. At the discretion of the Chief of Police or designee, the Department may offer the following recruitment and retention pay for full-time Police Communication Officers:
- A. Certified Communication Operators may receive a \$500 recruitment payment payable 1 month after they begin working for UFPD.
  - B. PCOs who complete the probationary period as a PCO I, are eligible for a reclassification to PCO II and may be eligible for a \$1,500 retention payment provided they have obtained state certification on the NCIC/FCIC computer system and the Florida Department of Health E911 Telecommunicator certification.
  - C. PCOs who are hired as a PCO II may receive a \$1,500 retention payment once they have completed their one (1) year probationary period.
  - D. PCOs who complete their second year of service at UFPD may receive a \$2,000 retention payment.
  - E. To be eligible, employees must be in good standing and have an active employment record at the time the payment is awarded. Employees who have received notification of non-renewal, layoff, or ending of a time-limited appointment are not eligible for

retention and recruitment payments. Employees who have submitted their resignation are not eligible for retention and recruitment payments. Payments related to this Article are dependent on the availability of funding and are at the discretion of the Chief of Police or designee.

#### 18.9. Ratification Bonus

Effective the first full pay period after ratification and UFBOT approval, all bargaining unit members will receive a lump-sum bonus in the amount of \$1,000, which will be pensionable.

## **Article 19**

### **Acting Pay and Status**

#### 19.1. 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 for a period of more than two (2) consecutive work weeks shall receive acting pay in the amount of ten percent (10%) of the employee's base rate of pay, retroactive to the first date of assignment.

#### 19.2. Acting Time and Promotional Probation

Employees designated to an official Acting assignment who are promoted to the higher classification will receive day for day credit toward the promotional probationary period for continuous time spent in the Acting role in the twelve (12) months preceding the promotion, not to exceed a maximum of six (6) months of credit toward the promotional probationary period.

#### 19.3. Assigned Duties

- A. Except in case of an official emergency, employees shall not be required to 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. The employee has the right to PBA representation at the review meeting.

## **Article 20**

### **Benefits**

20.1. The University agrees to offer the following benefits to employees, subject to state and university eligibility requirements, where applicable.

- A. Participation in health insurance, dental, and vision benefits programs provided to employees at rates and coverage levels specified by the State of Florida and the University of Florida.
- B. Participation in the Florida Retirement System (FRS) and voluntary retirement plans offered by the University of Florida.
- C. Participation in Life Insurance, Disability Insurance, and other supplemental benefits plans as determined by the State of Florida and the University of Florida.

20.2. 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 for sworn law enforcement employees.

20.3. Award Program

The University agrees to promote a program of recognition awards for employees that 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, pins, or other items made available to the employee by the UF employee recognition program recognizing years of service with the State, specifically recognizing fifteen (15), twenty (20), and twenty-five (25) years of service and every five (5) year increments thereafter. Members of this unit will be eligible to participate in any University-level service recognition programs and the Superior Accomplishment Award program offered to all-other UF staff employees; and
- D. Upon normal retirement, including disability retirement, an identification card and badge (for sworn members) clearly marked "RETIRED" and "HONORARY," one complete uniform including the badge worn by him or her for sworn members, and the employee's firearm if one was issued as part of the employee's equipment. It is agreed that upon the transfer of the above uniform and equipment, the employee bears

sole responsibility for custody or use, and the University shall bear no further responsibility in that regard.

## **Article 21**

### **Seniority**

#### 21.1. Definition

For the purpose of this Article, “seniority” shall be defined as continuous service in the job classification.

#### 21.2. Seniority Application

Except under extraordinary circumstances or as otherwise provided under this Agreement, vacations, shifts, shift transfers, and regular days off (as applicable) shall be scheduled with due regard for the needs of the University, seniority, and employee preference. The University and the PBA understand that there may be times when the needs of the University will not permit such scheduling.

## Article 22

### Leave

- 22.1. This Article 22 describes the leaves provided to bargaining unit employees.
- 22.2. Each employee is expected to work the number of hours in the employee's established workweek unless on approved leave. The minimum pay period is eighty (80) hours for full-time employees. Holiday pay (maximum of eight (8) hours) and paid leave are not considered overtime and are paid at the employee's regular pay rate. Approved leave shall be adjusted to ensure an employee's pay period will not exceed the employee's full-time-equivalent (FTE) appointment. An employee shall be paid proportionate to the FTE in pay status for all holidays designated for University employees.
- 22.3. Leave shall be accrued while in pay status and shall be credited on the last day of that pay period or, in the case of separation, on the last day the employee is on the payroll. During an approved leave of absence for parental, foster care, medical, or military reasons, an employee may use accrued leave to continue the contributions to State benefits and other expenses. Unless agreed otherwise, an employee shall be employed in the same or similar status upon completion of the approved leave period. While on paid leave, an employee may not be employed elsewhere unless the requirements for outside activity and extra compensation have been met.
- 22.4. Sick Leave
- A. Sick leave accrual for full-time employees in the bargaining unit is 4 hours per biweekly pay period (8.667 monthly), with proportionate accrual for less than full-time. Sick leave shall be accrued before use unless available through a sick leave pool. There is no maximum on the amount of sick leave that can be accrued.
- B. Sick leave is authorized for the following purposes:
1. The employee's personal illness, injury, exposure to a contagious disease, a disability where the employee is unable to perform assigned duties, or appointments with health care providers.
  2. The illness, injury, appointments with health care providers, or death of a member of the employee's immediate family.
  3. An "immediate family member" shall be defined as an employee's spouse, domestic partner, great-grandparent, grandparent, parent, brother, sister, child, grandchild or great-grandchild, or the great-grandparent, grandparent, parent, brother, sister, child, grandchild, or great-grandchild of the employee's spouse or domestic partner, or the spouse or domestic partner of any of them. This also includes individuals for whom the employee is the current legal guardian.

- C. Notice of absence due to illness, injury, disability, or exposure to a contagious disease, shall be given on the first day of absence.
- D. An employee shall not be paid for any unused sick leave upon separation, and such leave shall be forfeited unless the employee is recalled by the University within 365 days after a formal University layoff. Notwithstanding the foregoing, upon separation from University employment as a result of retirement, an employee hired before January 1, 2017, shall be paid for one-fourth of unused sick leave up to a total of 480 hours.

22.5. Vacation Leave

- A. Vacation leave accrual for full-time employees in the bargaining unit shall be as follows with proportionate accrual for less than full-time:

Months of Service	Hours Accrued Per Pay Period	Year-End Max	Lifetime Max
0-12	4	240	200
13-120	5	240	200
Over 120	6	240	200

- B. Vacation leave shall be accrued prior to use unless vacation leave is advanced by the President or designee.
- C. Each bargaining unit member shall receive one personal holiday of eight (8) hours of Personal Holiday time July 1, of each calendar year.
- D. Bargaining unit members will be eligible for a one-time buyout of up to 88 hours of vacation leave during the month of December, for each year of the contract for 2022, 2023, and 2024. Members must have at least 40 hours of vacation leave remaining after each buyout is processed. The buyout will occur by the end of each respective calendar year.
- E. Employees may accrue vacation leave in excess of the year end maximum during a calendar year. Employees with accrued vacation leave in excess of the year end maximum, shall have any excess converted to sick leave on an hour-for-hour basis at a time or times in the following calendar year to be designated by the University. The President or designee is authorized to grant approval to an employee to retain vacation leave in excess of the year end maximum in circumstances involving natural disasters and other extraordinary situations lasting for an extended period of time that prevent the employee from using vacation leave.
- F. An employee who separates from employment shall be paid for all unused vacation leave hours up to the lifetime maximum payout. Upon recall by the University within 365 days after a formal University layoff, the employee shall have all unpaid vacation leave restored, and any vacation leave paid at time of separation also shall be restored

upon repayment.

- G. Upon entering into the Deferred Retirement Optional Program (DROP), an employee may elect to be paid up to the maximum payment allowed of his or her unused vacation leave. Such payment, along with any additional payment to be received upon separating from the University (end of DROP), shall not exceed the maximum payment associated with the employee's established pay plan upon entering DROP.
- H. An employee at another university in the Florida State University System or State of Florida agency who accepts employment at the University of Florida may within thirty-one (31) days transfer up to eighty (80) hours of accrued vacation leave.
- I. Upon reasonable notice, an employee shall be required to use any part of his or her accrued vacation leave at any time deemed advisable by the President or designee based on the effective functioning of the unit, the efficient use of available personnel, and budget.

22.6. Compulsory medical leave provisions shall be consistent with the following:

- A. Medical certification by a health care provider designated or approved by the President or designee shall be required.
- B. Notice shall be provided to the employee identifying duration of the leave, the conditions for return to the position, and whether such leave shall count toward Family and Medical Leave Act (FMLA) entitlements.
- C. The employee is allowed to use paid leave during compulsory leave to continue the contributions to benefits and other expenses.
- D. Unless agreed otherwise, an employee shall be employed in the same or similar status upon completion of the approved leave period and upon receipt of a current medical certification that the employee is able to perform assigned duties.
- E. Employees who fail to meet the conditions of the compulsory leave or who fail to obtain medical certification and are unable to perform duties shall be offered part-time employment, placed on unpaid leave or have such leave extended, requested to resign, or be dismissed for inability to perform the duties of the position.

22.7. Family and Medical Leave

- A. Employees are provided with twelve (12) workweeks of Family and Medical Leave within a twelve (12) month period based on a "rolling" twelve (12) month period measured backward from the date of an employee's first use of FMLA leave for a given qualifying event, in compliance with the FMLA and the Final Regulations of the FMLA (29 CFR Part 825).

- B. All employees are eligible who have worked at least twelve (12) months, which need not have been consecutive, and who have worked at least 1250 hours in the twelve (12) months prior to the leave. Employees may use paid leave for an FMLA event, and such shall be counted toward the entitlement.
- C. If at the end of the leave period, an employee is unable to return from leave to work full-time and perform the duties of the position, the President or designee shall offer the employee part-time employment, place the employee on unpaid leave, extend the leave of absence, or dismiss the employee for inability to perform the duties of the position.

## 22.8. Parental Leave

- A. Eligible employees shall be provided up to eight (8) weeks of paid Family Leave benefit upon the birth or adoption of a child. This leave shall not be drawn from the employee's accrued leave banks but shall only be available to the employee once every two (2) years.
- B. Eligible employees shall be provided with up to six (6) months unpaid parental leave during which time the employee may use paid leave when the employee becomes a biological or adoptive parent. Parental leave is also provided to an employee who is a domestic partner to an expected biological or adoptive parent. Parental leave may begin two (2) weeks prior to the expected date of the child's arrival unless otherwise mutually agreed to by the President or designee and the employee.
- C. An employee may be advanced up to six (6) weeks of sick or vacation leave to be used in connection with the birth or adoption of a child or the initial placement of a child in the foster care of the employee. The following guidelines would apply:
  - 1. The paid parental leave may be used in conjunction with other accrued leave up to the six (6) months currently provided in University regulation and policy. The paid parental leave may not be used to extend the six (6) months of leave (paid and unpaid) currently allowed.
  - 2. The employee may work part-time during the paid parental leave with agreement by the supervisor.
  - 3. The leave may not be used during periods when the employee would not otherwise be assigned duties or be in pay status.
  - 4. The employee will be required to repay the leave hours advanced within a three (3) year period from the first date the leave is used. Upon the employee's separation from the University, the number of hours of parental leave taken will be deducted from any sick and/or vacation leave balance or other payment, if owed by the University under other provisions of this regulation, prior to the payment being made. If the paid parental leave taken exceeds the available

balance of unused leave that is payable, if any, at the time of separation, the employee will be required to repay the cost of the difference of the hours that have not been repaid.

#### 22.9. Other Medical Leave

- A. Up to six (6) months of leave without pay may be granted to an eligible employee for his or her serious personal health condition or when he or she needs to care for a member of his or her “immediate family” as defined under Section 22.4.B.3., above, with a serious health condition, which may be extended up to one (1) year for extenuating circumstances.
- B. Up to twelve (12) months of leave without pay may be granted for personal reasons to an eligible employee, which must be taken as a complete leave without pay.

#### 22.10. Administrative Leave

- A. Employees provided paid administrative leave shall not exceed forty (40) hours during the workweek. Administrative leave is not accrued.
- B. Administrative leave for jury duty shall not exceed the number of hours in the employee’s normal workday. If jury duty does not require absence for the entire workday, the employee shall return to work immediately upon release by the court. If the jury duty does not coincide with the regular work schedule, the employee shall be granted administrative leave based on the total hours served on jury duty and such leave shall be granted on the next scheduled work shift. Any jury pay shall be retained by the employee.
- C. Administrative leave for athletic competition in Olympic events shall be provided under the same conditions accorded to state employees in Section 110.118, Florida Statutes.
- D. Administrative leave up to two (2) days shall be provided to an employee upon the death of an immediate family member.
- E. The President or designee shall provide administrative leave for Florida Disaster Volunteers under the same conditions accorded to state agency employees in Section 110.120, Florida Statutes.
- F. The President or designee may provide administrative leave up to two (2) hours for voting in public elections upon the request of the employee and based upon the nature of the employee’s duties and the location of the polling place.
- G. The Vice President for Human Resource Services or designee in conjunction with the appropriate vice president or designee may place an employee under investigation on administrative leave or may reassign the employee pending the conclusion of the

investigation under the following conditions:

1. The Chief or Chief's designee shall immediately place an employee on administrative leave from performance of his or her duties when the Chief or designee has reason to believe that the employee's presence on the job would adversely affect the functioning of the University or would jeopardize the safety or welfare of other employees. The Chief or designee shall determine whether the administrative leave shall be with or without pay based on the severity of the misconduct and the threat to safety.
  2. If oral notice is given, written notice of such action, and the reasons, therefore, must be furnished to the employee within twenty-four (24) hours.
  3. Written notice in an extraordinary situation shall include a statement of the reasons for such action and shall be sent by certified mail, return receipt requested, or hand-delivered, and the employee shall acknowledge receipt.
- H. The Vice President for Human Resource Services or designee in conjunction with the appropriate vice president or designee may place an employee on administrative leave or may reassign the employee between the notice of reduction in pay, suspension, layoff, or dismissal and the effective date of such action under the conditions in Section 22.10.G.1.-3., above.
- I. The Vice President for Human Resource Services or designee in conjunction with the appropriate vice president or designee may place an employee on administrative leave when the employee's presence in the workplace may result in damage to property, or injury to the employee or others.

#### 22.11. Military Leave

- A. Federal and state laws shall govern the granting of military leave and the employee's reemployment rights as follows:
1. Disabled Veterans Reexamination or Treatment—An employee who has been rated by the Veterans Administration to have incurred a service-connected disability and has been scheduled by the Veterans Administration to be reexamined or treated for such disability shall, upon presentation of written confirmation of having been so scheduled, be granted administrative leave or leave not affecting accrued leave balances for such reexamination or treatment without loss of pay, benefits, or efficiency rating, not to exceed six (6) days in any calendar year.
  2. Examinations for Military Service—Upon presentation of a copy of the employee's official orders or appropriate military certification, an employee who is ordered to appear for an examination for entrance into the military service shall be granted administrative leave or leave not affecting accrued leave balances for

this purpose.

3. National Guard State Service—Upon presentation of a copy of the employee’s official orders or appropriate military certification, an employee who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the state. Such leave with pay shall not exceed thirty (30) calendar days at any one time. Such leave will be counted as administrative leave or leave not affecting accrued leave balances and shall be without loss of time or performance rating. A copy of the official orders shall be filed in the employee’s personnel file.
4. Any absence in excess of thirty (30) calendar days may, upon request by the employee and approval by the supervisor, be covered by accrued vacation, sick or compensatory leave. If not requested by the employee or approved by the appropriate supervisor as vacation or compensatory leave, such absences in excess of thirty (30) calendar days shall be approved as leave without pay.
5. Other Military Leave—Upon presentation of a copy of the employee’s official orders or appropriate military certification, an employee, except an employee who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in Sections 115.08 and 115.09, Florida Statutes. Such leave shall be without loss of performance rating.
6. Verification of Military Certification—Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) calendar days of leave shall be with full pay and shall not affect an employee’s vacation or sick leave balance. The remainder of military leave shall be without pay unless the employee elects to use accrued paid leave as described below. Leave payment for the first thirty (30) calendar days shall be made only upon receipt of evidence from an appropriate military authority that thirty (30) calendar days of military service have been completed.
7. Applicability of Laws—Federal and state laws shall govern the granting of military leave and the employee’s reemployment rights.
8. Use of Vacation Leave—Beyond the first thirty (30) calendar days of leave, which shall be with full pay and shall not affect an employee’s vacation or sick leave balance, use of accrued paid leave is authorized during military leave in keeping with the University’s extended leave of absence policy.
9. Reinstatement—The position of an employee granted military leave may be filled

on a temporary basis. Upon separation from the military service, the employee is eligible to return to his or her former position or a different position in the same class in the same geographic location if reinstatement is requested within one (1) year after separation. The University may require the employee to submit to a medical examination to determine the employee's fitness to perform the essential functions of the position to which the employee may be returning. Based on the medical findings, the University may place the employee in another class with duties that employee is able to perform and which is the nearest approximation to the position held prior to the military service.

10. Short-Term Military Training—Upon presentation of a copy of the employee's official orders or appropriate military certification, an employee who is a member of the United States Armed Forces Reserve, including the National Guard, shall be granted leave with pay during periods in which the employee is engaged in annual field training or other active or inactive duty training exercises. Whether continuous or intermittent, such leave with pay shall not exceed two-hundred forty (240) hours in any federal fiscal year (October 1-September 30).
11. Such leave will be designated as administrative leave or leave not affecting accrued leave balances and shall be without loss of time or efficiency rating. A copy of the official orders shall be filed in the employee's personnel file.
12. Any absence in excess of two-hundred forty (240) hours may, upon request by the employee and approval by the appropriate supervisor, be covered by accrued vacation or compensatory leave. If not requested by the employee or approved by the appropriate supervisor as vacation or compensatory leave, such absences in excess of two-hundred forty (240) hours shall be approved as leave without pay.

#### 22.12. Workers' Compensation

- A. Employees who sustain a work-related injury compensable under the Florida Workers' Compensation Law shall be treated in accordance with Chapter 440, Florida Statutes, and provided with University benefits as follows:
  1. Time away from work for the initial medical assessment and treatment of a work-related injury shall be counted as work time but shall not cause employee to exceed their scheduled work hours for that day. Required follow-ups medical appointments for sworn law enforcement during regularly scheduled work hours may be counted as work time as set forth in Section 16.2.D.
  2. Workplace Injury Leave is an annual benefit available to leave accruing employees only and shall be used to compensate these employees for a portion of their wages lost due to work-related injuries compensable under Chapter 440, Florida Statutes.
  3. Workplace Injury Leave shall be pro-rated based on an employee's current FTE,

but shall not exceed forty (40) hours per fiscal year for full-time employees. Such leave time shall be counted against an employee's FMLA entitlement. Unused Workplace Injury Leave hours shall not carry forward from one (1) fiscal year to next.

4. Workplace Injury Leave shall be used only when a workers' compensation authorized medical provider documents that an employee is unable to work due to their compensable injury and/or when a work unit cannot provide an employee with modified duty work within the employee's medical restrictions.
5. All authorized work-related injury absences or time away from work that do not meet the criteria for Workplace Injury Leave shall be covered by an employee's FMLA leave, FMLA leave of absence, or other leave if all FMLA leave has been exhausted.
6. Employees receiving workers' compensation salary indemnification benefits may elect to use FMLA personal leave to supplement that benefit; however, such leave usage shall not cause an employee to receive more than the employee's regular University daily earnings.
7. Employees who are unable to work due to compensable workers' compensation injuries and are receiving salary indemnification benefits shall not be eligible for holiday pay or accrual of special compensatory leave.
8. The University of Florida Police Department's Temporary Limited Duty Assignments Policy, in effect on the date of the ratification of this Agreement, shall be available to employees.
9. If at the end of the modified duty period, an employee is unable to perform the essential functions of the employee's position, the Vice President or designee responsible for the employee's unit may place the employee on unpaid leave or extend the leave status, offer the employee alternate employment, or terminate the employee from employment.

#### 22.13. Domestic Violence Leave

- A. Employees may take up to three (3) days of leave in a twelve (12) month period if the employee or a family or household member is a victim of domestic violence. The fiscal year of July 1 to June 30 will be considered the twelve (12)-month period.
- B. An employer must provide leave for the following specific activities:
  1. Seeking an injunction for protection against domestic violence or repeat violence, dating violence, or sexual violence;
  2. Obtaining medical care or mental health counseling or both for the employee or a

family or household member to address injuries resulting from domestic violence;

3. Obtaining services from victim services organizations such as a domestic violence shelter or rape crisis center;
  4. Making the employee's home secure from the perpetrator of domestic violence or finding a new home to escape the perpetrator; or
  5. Seeking legal assistance to address issues arising from domestic violence or attending or preparing for court related proceedings arising from the act of domestic violence.
- C. An employee seeking leave from work under this section must provide his or her employer advanced notice of the leave except in cases of imminent danger to the health or safety of an employee, or to the health or safety of a family or household member.
- D. The employee is required to use accrued leave. In the event that the employee does not have sufficient leave hours to cover the event, the leave that is not covered will be unpaid.
- 22.14. The President or designee has authority to provide an employee leave with or without pay or to reassign an employee within the department when such leave or reassignment is in furtherance of the mission of the University.
- 22.15. A complaint concerning administration of Section 22.14. may be grieved in accordance with Article 15 of this Agreement only up to and including Step 2, unless the employee is terminated, at which point the employee has the ability to grieve up to Step 3.

## Article 23

### **Learning Opportunities**

#### 23.1. Law Enforcement Training

The UFBOT 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 first, continue existing to ensure training programs in law enforcement techniques and to develop new programs, and second, to ensure that opportunities to attend law enforcement and salary incentive training programs are equitably distributed among employees.

#### 23.2. Tuition Reimbursement Program

- A. In addition to the University's Employee Education Program, bargaining unit employees in good standing are eligible to participate in the Tuition Reimbursement Program.
- B. Eligible employees must apply for the Tuition Reimbursement Program and obtain preliminary approval from the Chief of Police or designee. As part of the application, the employee will provide the Chief with a degree audit of any credit hours earned before applying to participate in the Tuition Reimbursement Program.
  - 1. Prior to enrolling in any classes, an academic plan as outlined by an academic advisor must be submitted to the Chief of Police, or designee, for approval. Once preliminarily approved, an updated plan/progress report must be submitted on an annual basis. If there is a change in the academic plan, the new plan must be submitted and approved before enrolling in classes.
  - 2. The Chief, or designee, will approve participation in the Tuition Reimbursement Program within ten (10) workdays of receipt of the application. Likewise, the Chief, or designee, will approve academic plans within ten (10) workdays of receipt, any non-reply will result in an automatic approval.
  - 3. The Chief retains the discretion to suspend approval for any employees based on the departmental needs, employee performance and/or available funding.
- C. If any request is denied due to funding, then seniority will be used to determine which employees are granted approval.

- D. Eligible employees will be reimbursed for the cost of degree track courses taken at any accredited college or university, both classroom courses and online courses, that meet the following criteria:
1. Employee must receive graded credit hours (no Pass/Fail credit hours), and
  2. Employee must receive a passing grade of at least a “C.”
- E. Eligible employees will be reimbursed (subject to Section 23.2.D., above) 100% of the cost of tuition (including lab fees) for up to six (6) credit hours of instruction per semester each fall and spring semester, as well as three (3) credit hours per condensed summer semester totaling no more than six (6) credit hours over the summer semesters; but not for books, supplies, late fees, or other expenses in connection with the course(s) taken.
- F. A maximum of 120 course credits per employee are eligible for tuition reimbursement. Only credit hours for classes that directly apply to, and satisfy requirements of, the employee’s declared major/academic plan will be reimbursed. Credit hour reimbursement will be calculated at a maximum rate of \$250.00 per credit hour fee or the actual credit hour fee rate of the class, whichever is lower. Any credit hours earned prior to entrance into the Tuition Reimbursement Program will not be reimbursed. All credit hours earned as part of the Tuition Reimbursement Program will count toward 120 credit hour cap even if the employee changes institutions or degree programs and the credit hours are not recognized by the new institution or degree program. Employees must seek to transfer any previously awarded credits.
- G. University will not duplicate tuition reimbursement fees which have been paid by other sources such as scholarships, grants, or other subsidies. Non-compliance with this procedure may subject a member to disciplinary action, up to and including dismissal. In the event of a partial scholarship or grant, reimbursement will supplement, but not exceed the expense to the member.
- H. After completion of the classes, requests for reimbursement of tuition must be made on the Tuition Reimbursement Request Form. This form is available on the UFPD website.
1. The request shall be submitted with a copy of fee payment receipt, current transcript, and a copy of the employee’s college approved program of study, to the Chief of Police.
  2. Upon receipt of the Tuition Reimbursement Request Form and all other required documentation from the employee, the Chief of Police or designee will determine

eligibility for reimbursement based upon the considerations set forth in Section 23.2.D., above.

3. If conditions for reimbursement have been met, UFPD will process the request for payment.
  - I. To the extent possible, class attendance should be scheduled during non-working hours. If any eligible employee enrolls for a course during work hours, all time taken during that period, including time taken in traveling to and from classes, will be charged to annual or compensatory leave or leave without pay, unless the work schedule has been adjusted to accommodate the class, subject to approval by the Chief of Police, or designee.
  - J. Employees are responsible for any tax consequences of the Tuition Reimbursement Program.
  - K. Should the employee voluntarily leave employment within one year of their last use of the tuition reimbursement plan through the University Police Department they will be responsible for reimbursing the department for all fees paid by the Department.
- 23.3. Employees in the bargaining unit shall be eligible to participate in the Higher Education Opportunity (HEO) Program as defined by the University of Florida Human Resources.

## **Article 24**

### **Emergency Expenses**

#### 24.1. Emergency Expenses

When an emergency arises requiring temporary personnel assignment with less than forty- eight (48) hours' notice, the University agrees to make the necessary payment to the vendor for meals and lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required by the University.

## **Article 25**

### **Uniforms and Equipment**

The provisions of this Article shall apply to sworn members and PCO's, unless otherwise specified in this article.

#### 25.1. 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. Due to the warm Florida weather, summer uniforms can generally be worn year-round as weather perm its except for those occasions or events where the Police Chief or designee has specified a particular uniform is to be worn. Requests for replacement of uniforms shall be honored in a timely fashion and not unreasonably denied. If replacement is needed due to negligence or carelessness of the employee, the employee shall bear the costs.

#### 25.2. Uniform accessories and equipment for sworn members will include the following minimum requirements:

- A. Gun belt, either 2 1/4 inches or 3 inches, as appropriate for the individual employee;
- B. Firearm safety (snatch resistant) holster; and
- C. Three (3) magazines and an approved case for spare ammunition.

#### 25.3. Clothing Allowance

Employees assigned to full-time plain-clothes positions shall receive a clothing allowance in the amount of \$800.00 annually payable in two installments of \$400.00 each during the first and third quarter of the fiscal year to eligible employees actively employed as of the date of payment, and a shoe allowance in the amount of \$200.00 annually, unless the University furnishes shoes. For employees assigned after the fiscal year begins, the clothing allowance will be prorated to the nearest full quarter for the remainder of the fiscal year. This amount is subject to withholding.

#### 25.4. Uniform Maintenance

The University will provide employees who are furnished and required by the University to wear a uniform, a maintenance allowance of \$350.00 annually, unless laundry and dry-cleaning facilities are available, and the service is furnished without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of

\$150.00 annually, unless the University furnishes shoes. These amounts are subject to withholding.

25.5. New Duty Uniforms

The University agrees to consult with the PBA prior to adopting a new duty uniform. The parties further agree that the PBA may designate two (2) bargaining unit members to participate in the evaluation of the uniforms.

25.6. Take Home Vehicles

In the sole discretion of the Chief of Police or designee, and based on availability, sworn law enforcement officers may be assigned take home vehicles for the purposes of travel to and from work. The bargaining unit member will not live in excess of thirty-five (35) air miles from UFPD Main Station in order to be eligible for a take home vehicle. UFPD vehicles shall be utilized in accordance with applicable UFPD directives governing vehicle usage. Issued take home vehicles may be re-assigned or taken out of service at the sole discretion of the Chief of Police. In addition, this take-home vehicle program may be discontinued at any time in the sole discretion of the Chief of Police.

## **Article 26**

### **Replacement of Personal Property**

#### 26.1. Policy

An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's personal property, through no negligence of their own, will be reimbursed or have such property repaired or replaced as provided herein. A written report must be filed the day of the loss or damage detailing the circumstances under which such property was damaged or destroyed. An untimely report of loss or damage will be accepted if good cause is shown for the delay.

#### 26.2. Specific Reimbursement Allowances and Approvals

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 total allowable amount of \$600 per incident, with the approval of the Chief, or designee, whose approval shall not be unreasonably withheld. If an employee has insurance on any item that is damaged, the University will only reimburse up to the amount of the deductible.

## Article 27

### **Layoffs and Recall**

- 27.1. Separations from employment shall be administered consistent with the following provisions:
- A. An employee who resigns from employment shall not have any rights of appeal.
  - B. An employee who is absent without approved leave for three or more consecutive workdays shall be considered to have abandoned the position.
  - C. The President or President's designee may dismiss an employee for just cause in accordance with Article 11.
  - D. Employees without permanent status in any class may be separated from employment at any time without rights to appeal.
- 27.2. Layoffs shall be administered consistent with the following provisions:
- A. Reasons for layoff, which may occur at any time, are: adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; curtailment or abolishment of one or more programs or functions; shortage of work; or a material change of duties. The President or designee shall notify the appropriate employee organizations when layoffs are to take place.
  - B. President or designee shall designate a layoff unit at an organizational level such as a division, college, school, department, area, program, or other level or organization as the President or designee deems appropriate. In designating the makeup of the layoff unit, the President or designee shall consider the special qualifications and relevant experience required for specific positions and exclude such positions from layoff. The President or designee will designate layoff units at the University of Florida as determined by administrative reporting rather than funding. Other than the exceptions noted in this rule, the unit employee with the fewest retention points in the designated classification will be the layoff candidate.
  - C. The layoff area for bumping purposes is designated as the affected Vice Presidential area.
  - D. An employee with permanent status shall not be laid off if there are employees in comparable positions with less retention points in the layoff unit.

- E. Identification of Layoff Candidate and Notice of Layoff. The classification(s) of the position(s) to be abolished will be determined by the administrator(s) of the layoff unit. The Division of Human Resources identifies the incumbent(s) in the classification(s) that are to be issued layoff notice based on total retention points within the layoff unit. The administrator of the unit as the President's designee determines which specific positions are to be excluded from the layoff unit based on the special qualifications and relevant experience required for the position. Written notice of layoff rights will be provided to an employee at least forty-five (45) calendar days in advance of layoff. The Division of Human Resources will make an initial assessment of the layoff candidate's rights to specific classifications.
- F. Consideration for Vacancies. The Division of Human Resources identifies vacant, posting positions to which the layoff candidate has rights. The assessment of the layoff candidate's match for a position will be determined by the hiring administrator of the position and will take into account whether successful performance can be expected for the layoff candidate after consideration of any special qualifications and relevant experience given a reasonable training period of up to six months. Where posting vacancies exist both within and outside the layoff unit, the priority placement obligation will be with the vacancy in the layoff unit. Employees who have applied and been offered any position waive their layoff rights upon acceptance.
- G. Consideration for Non-Vacant LEO Positions. If an appropriate vacant LEO position is not identified, then the Division of Human Resources will identify and coordinate interviews of employees for appropriate non-vacant positions, which shall be within the layoff area in which the layoff candidate is assigned, in retention point order:
1. LEO positions held by employees with probationary status in the job classification.
  2. LEO positions held by employees with fewer total retention points than the layoff candidate.
  3. This Section 27.2.G. shall only apply to bargaining unit members who are sworn law enforcement officers.
- H. Layoff candidates who decline to interview for positions to which they have placement rights or who reject an offer that the Division of Human Resources deems to represent an appropriate match forfeit further layoff and recall rights and, as a result, voluntarily effect their final resignation.
- I. Retention Points. Within the layoff unit, employees with permanent status in the affected class shall be ranked on a layoff list based on retention points derived from

length of service and evaluations. Employees who work less than full-time shall have their retention points determined in proportion to the FTE. Layoff rights extend only to employees who meet the specific qualification and equivalent full-time equivalent (FTE) of the position regardless of their placement on the layoff list. Retention points shall be computed as follows:

1. One point for each month of continuous employment including service in the Career Service if employ in the State University System (SUS) on or before June 30, 1986.
  2. One point for each month of service meeting performance standards, and two points for each month of service with exemplary performance.
  3. Any period of leave for active military service in accordance with Chapter 115, Florida Statutes, shall count as continuous employment and shall be considered to be at the same level of performance as last evaluated.
  4. Any period of service prior to July 1, 1996, not covered by an evaluation, including periods of service during which no formal employee evaluation program existed, shall be computed as meeting performance standards. After July 1, 1996, performance will be computed as previously evaluated in the absence of a current evaluation.
  5. No retention points shall be granted for a month in which the employee was not on the payroll.
  6. After totaling the retention points, layoff shall be in order, beginning with the employee with the fewest points.
  7. When two or more employees have the same total retention points, preference for retention shall follow the order of the longest University service in the class, Veterans' preference, and as determined by the President or designee based upon the special qualifications and relevant experience of the employees.
- J. Recall Rights. Recall rights apply for a period of one year following layoff. When a vacancy occurs in the same position and class within the same layoff unit from which the employee was laid off, the employee with the highest number of retention points, who is not otherwise employed in an equivalent full-time position, and who meets the specific qualifications of the position, will be referred to the hiring authority for consideration.
- K. The following employees do not have layoff rights:

1. An employee without permanent status in any class.
2. An employee appointed to a contract and grant, auxiliary, or local funds position which has been designated time-limited.

## **Article 28**

### **Totality of Agreement**

28.1. The UFBOT and the PBA acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the UFBOT 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

28.2. Modifications

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

## **Article 29**

### **Savings Clause**

- 29.1. 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 30**

### **Duration**

- 30.1. This Agreement shall be effective from July 1, 2022, by both parties and shall remain in full force and effect through the 30th day of June 2025.
- 30.2. Negotiations for a successor Agreement shall begin no later than March 1, 2025. In the event that the University and the PBA fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.
- 30.3. Nothing prohibits the parties from agreeing to other re-openers during the life cycle of this agreement. If both parties mutually agree to open any articles during this Agreement, the re-opening of these articles do not count against either party's re-openers.

**Signature Page**

Approved by the UNIVERSITY OF FLORIDA BOARD OF TRUSTEES and the FLORIDA POLICE BENEVOLENT ASSOCIATION on this 16th day of March 2023.

**UNIVERSITY OF FLORIDA BOARD OF TRUSTEES:**

*Brook Mercier* 4/5/2023 | 5:43 PM EDT

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Brook Mercier Date  
Assistant Vice President, UF Human Resources  
Chief Negotiator

*Melissa Curry* 4/6/2023 | 8:16 AM EDT

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Melissa Curry Date  
Interim Vice President, UF Human Resources

**Bargaining Committee:**

- Robert Cancellieri
- Major Bart Knowles
- Captain Kristy Sasser
- Ed Posey
- Leticia Forster
- Ebony Breland-Haynes
- Shayne Thomas

**FLORIDA POLICE BENEVOLENT ASSOCIATION:**

*James Brantley* 4/6/2023 | 9:54 AM EDT

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Jim Brantley Date  
Chief Negotiator

*Bradley Michaels Roberts* 4/6/2023 | 9:51 AM EDT

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Officer Bradley Michaels Roberts Date  
PBA Representative

**Bargaining Team:**

- Detective Bonnie Boland
- Officer Ragen Howard
- Officer Darren Gentry

## APPENDIX A

### DUES DEDUCTIONS AUTHORIZATION

I \_\_\_\_\_ (print name and UF ID number), an employee of the University of Florida Police Department, direct the University of Florida Board of Trustees to deduct from my regular biweekly or monthly salary the membership dues as established from time to time by the employee organization certified to represent the bargaining unit covered by this Agreement. My dues deduction level will be \_\_\_ A; \_\_\_ B; \_\_\_ C; \_\_\_ D; or \_\_\_ E (check one).

The University is directed to begin the deduction that is appropriate for the option selected below with the first pay period following the date this authorization form is received by the University of Florida Human Resources Division and to continue said deduction until: 1) revoked by me at any time upon 30 days written notice to the Division of Human Resources at the University of Florida, 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 Florida Police Benevolent Association in accordance with Article 5 of the Agreement.

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

Distribution of Copies:

ORIGINAL—UNIVERSITY

1st COPY—UNION

2nd COPY—EMPLOYEE

**APPENDIX B**

**STEP 1: GRIEVANCE FORM**

This grievance was filed with the University by (Check One):

\_\_\_ MAIL (circle one: certified, registered, restricted delivery, return receipt requested),

OR

\_\_\_ PERSONAL DELIVERY. Personal delivery requires the signature of recipient.

Received by: \_\_\_\_\_ (print name) on \_\_\_\_\_ (date).

Faxed documents do not constitute an appropriate format for filing of grievances.

---

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

DEPT/DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

EMPLOYEE GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REPRESENTATIVE NAME: \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

All University communications shall go to the Employee Grievance Representative at the above address, unless no representative is designated, in which case University communications will be sent to the Grievant with a copy to the local PBA Chapter.

STATEMENT OF GRIEVANCE -- must cite the date the grievance arose, the specific Articles and Sections of the Agreement allegedly violated, and the complete facts on which the grievance



## APPENDIX C

### STEP 2: REQUEST FOR REVIEW OF STEP 1 DECISION

This grievance was filed with the University by (Check One):

\_\_\_ MAIL (circle one: certified, registered, restricted delivery, return receipt requested),

OR

\_\_\_ PERSONAL DELIVERY. Personal delivery requires the signature of recipient.

Received by: \_\_\_\_\_ (print name) on \_\_\_\_\_ (date).

Faxed documents do not constitute an appropriate format for filing of grievances.

---

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

DEPT/DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

EMPLOYEE GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REPRESENTATIVE NAME: \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

All University communications shall go to the Employee Grievance Representative at the above address, unless no representative is designated, in which case University communications will be sent to the Grievant with a copy to the local PBA chapter.

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

DATE STEP 1 DECISION WAS RECEIVED BY GRIEVANT'S EMPLOYEE GRIEVANCE REPRESENTATIVE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant(s)

\_\_\_\_\_  
Date

(This request for review will not be processed unless signed by the grievant(s).)

I am represented in this grievance by (check one - representative should sign on appropriate line):

- PBA \_\_\_\_\_  
 Myself \_\_\_\_\_  
 Other \_\_\_\_\_

A copy of the following documents must be attached to this Request at the time of its filing with the Vice President of Human Resource/designee:

1. Appendix B—Original grievance form filed with the University.
2. Step 1 Decision, if issued by University.
3. All attachments to Step 1 Decision.

This request should be sent to:

UNIVERSITY OF FLORIDA DIVISION OF HUMAN RESOURCES  
ATTN: EMPLOYEE RELATIONS  
P.O. BOX 115003 GAINESVILLE, FL 32611

The Step 2 decision shall be transmitted to Employee Grievance Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested, unless no representative is designated, in which case it shall be sent to the Grievant with a copy to the local PBA Chapter. A copy of this decision shall also be sent to the Division of Human Resources, and the Police Chief.

**APPENDIX D**

**STEP 3: NOTICE OF ARBITRATION**

This grievance was filed with the University by (Check One):

\_\_\_ MAIL (circle one: certified, registered, restricted delivery, return receipt requested),

OR

\_\_\_ PERSONAL DELIVERY. Personal delivery requires the signature of recipient.

Received by: \_\_\_\_\_ (print name) on \_\_\_\_\_ (date).

Faxed documents do not constitute an appropriate format for filing of grievances.

The Florida Police Benevolent Association (PBA) hereby gives notice of its intent to proceed to arbitration in connection with the decision of the Vice President of Human Resources/designee dated \_\_\_\_\_ received by the Employee Grievance Representative on \_\_\_\_\_ in this grievance of:

NAME: \_\_\_\_\_ and

UFBOT FILE NO.: \_\_\_\_\_

The following statement of issue(s) before the Arbitrator is proposed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of PBA Representative

\_\_\_\_\_  
Date

I hereby authorize the PBA to proceed to arbitration with my grievance. I also authorize the PBA and its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

\_\_\_\_\_  
Signature of Grievant(s)

\_\_\_\_\_  
Date

(This request for arbitration will not be processed unless signed by grievant(s).)

This notice should be sent to:

UNIVERSITY OF FLORIDA DIVISION OF HUMAN RESOURCES  
ATTN: EMPLOYEE RELATIONS  
P.O. BOX 115003 GAINESVILLE, FL 32611

**APPENDIX E**

**ECAP FORM**

# UNIVERSITY OF FLORIDA POLICE DEPARTMENT

*Expedited Corrective Action Process*



## COVER SHEET

The cover sheet is intended to provide the subject officer with information as to the steps within the Expedited Corrective Action Process (ECAP). This cover sheet is not intended to assist the subject officer with their individual determination as to whether they shall participate in the ECAP, but rather to simply provide them with information on the process.

Prior to ECAP being offered to the subject officer:

- UFPD Administration looks at merits of complaint to determine if an ECAP is appropriate
- If appropriate, draws up initial ECAP paperwork

ECAP Phase 1 – Officer Agreement to enter into the ECAP:

- Lists complaint and directives potentially in violation
- Officer has five (5) calendar days to sign
- Officer's signature allows officer to see what the Department is offering as discipline
- No requirement to sign
- Can back out at any time
- If not signed, Internal Affairs investigation may commence

ECAP Phase 2 – Department Recommendations:

- Recommendations made by each level of the subject officer's Chain of Command
- Chief or designee determines final level of discipline
- Department has ten (10) calendar days to complete this process and return to subject officer

ECAP Phase 3 – Officer Agreement (or Refusal) to the Department's Recommendations

- Subject can accept recommendation or not
- Subject officer has five (5) calendar days to decide to agree or not with the recommendations
- No requirement to sign
- If not accepted/signed, Internal Affairs investigation may commence

Post ECAP:

- If ECAP agreed upon, disciplinary documents are drawn up and signed by subject officer
- If ECAP not agreed upon, Internal Affairs may commence



UNIVERSITY OF FLORIDA POLICE DEPARTMENT

Expedited Corrective Action Process Form

Appendix E

Date: IA #:
Subject: Rank: ID #:
Investigator: Rank: ID #:

COMPLAINT:

DIRECTIVE VIOLATION(S):

The University and/or the subject employee may withdraw agreement to ECAP and begin an investigation at any time before the employee returns the executed ECAP Form. Provide the ECAP Form and a copy of the complaint to the subject employee. The employee has five (5) calendar days to respond as to whether or not he or she would like to participate in ECAP.

Subject Officer Agreement to Enter the ECAP Process

By signing below, I agree that this form shall serve as my Notice of Investigation and Garrity rights. I have reviewed the facts as set forth in the complaint. I understand that I have the opportunity to provide a written statement to the assigned investigator, including any additional information which I believe may be relevant to the violation.

Statement Provided Statement Not Provided

SUBJECT EMPLOYEE'S SIGNATURE:

DATE:

Subject Officer Refusal to Enter the ECAP Process

By signing below, I am refusing to participate in the ECAP process. I further understand that refusing to participate in the ECAP process, the University of Florida Police Department Administration may initiate an Internal Affairs investigation into the allegations as described in the complaint above.

SUBJECT EMPLOYEE'S SIGNATURE:

DATE:

Forward the ECAP Form and any provided additional information through the chain of command for signatures and recommendations.



UNIVERSITY OF FLORIDA POLICE DEPARTMENT

Expedited Corrective Action Process Form

Appendix E

Employee Prior Disciplinary Record:

Department Recommendations:

Rank Name Recommendations Signature Date

Return the ECAP Form to the investigator within ten (10) calendar days.

Provide the ECAP Form to the subject employee. The employee has five (5) calendar days to review the finalized ECAP recommendation.

Subject Officer Agreement to the Conditions of the ECAP

By signing this form, I agree that:

- 1. I am participating in this process freely and without any expressed or implied threat, promise, or intimidation.
2. I do not wish to contest the factual allegations in the complaint.
3. I waive my rights under Chapter 112, F.S., Law Enforcement Officers' and Correctional Officers' Rights.
4. I waive any and all further appeals or grievances concerning the investigation and discipline imposed through this agreement.
5. Corrective action imposed as a result of any agreement may be used for purposes of progressive and cumulative discipline for future disciplinary action, consistent with limitations in the Collective Bargaining Agreement.
6. If applicable, I understand I must still participate in a witness interview concerning the same investigation involving another subject employee.
7. This form shall serve as my notification of the closure of the investigation and its findings.
8. This form shall serve as my notice of proposed discipline as well as my notice of final discipline.

SUBJECT EMPLOYEE'S SIGNATURE:

DATE:

Subject Officer Refusal to the Conditions of the ECAP

By signing below, I do not agree to accept the Department's recommendations. I further understand that by refusing the Department's recommendations, the University of Florida Police Department may initiate an Internal Affairs investigation into the allegations described in the complaint above.

SUBJECT EMPLOYEE'S SIGNATURE:

DATE:

If the ECAP form is not returned to the Chief or designee within five (5) calendar days, the employee will be deemed to have withdrawn his or her waiver of an investigation and the investigation will proceed.

\*\*Any substantive changes to this form will be reviewed by the PBA in conjunction with the current Collective Bargaining Agreement.

## **Garrity vs. New Jersey**

- Department members are expected to respond truthfully
- Untruthfulness or choosing not to answer may result in disciplinary action
- Questions are specifically, directly and narrowly related to the performance of official duties and/or fitness for duty
- Any statement made by you during the investigation may not be used against you in criminal proceedings (except perjury or obstruction)
- However, information may lawfully be used against you should departmental disciplinary action be deemed appropriate

## **Law Enforcement Officers' Bill of Rights (Chapter 112)**

- Investigations shall be completed within 180 days unless circumstances necessitate a longer period
- The running of the limitations period is tolled during the time that any criminal investigation or prosecution is pending in connection with the act, omission, or other allegation of misconduct
- Prior to interrogation, the subject employee(s) must be provided all existing statements and evidence
- Prior to interrogation, the employee under investigation shall receive in writing:
  - Notification of the investigation;
  - Notification of the complainant(s) and the complaint;
  - A list of allegations;
  - Whether the investigation is an Administrative and/or Criminal Investigation;
  - The employee's rights and obligations.
- Interviews take place at the station during a reasonable hour, preferably when the employee is on duty
- Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary
- The formal interrogation, including all recess periods, must be recorded on audio tape
- All questions asked by and through one investigator at a time
- Weingarten Rights: Employee has the right to be represented by counsel or any other representative of their choosing (24 hours to secure attendance)
- Loudermill Hearing (also called a "pre-disciplinary hearing") – *Cleveland Board of Education vs. Loudermill*
  - The chance to be heard, to present one's own side of the story, which is a fundamental requirement of any fair procedural system
  - The hearing need not be a formal, adversarial type hearing, and the officer need not be allowed to have an attorney present during the hearing
  - The hearing must provide the officer with a reasonable opportunity to make a defense, and to make that defense to individuals who are in a position of authority with respect to the officer's discipline.