

**AGREEMENT BETWEEN
UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
AND
FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.**

September 1, 2007 through June 30, 2010

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PREAMBLE

THIS AGREEMENT is between the **UNIVERSITY OF FLORIDA BOARD OF TRUSTEES** (“UFBOT” or “University”), and the **FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.** (“PBA”) representing the employees in the University of Florida Law Enforcement Bargaining Unit, PERC Certification No. 1418; and

WHEREAS, it is recognized by the UFBOT and the PBA that the public policy of the State and the purpose of Chapter 447, Part II, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between governmental entities and their employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of such governmental entities;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the UFBOT and the PBA do hereby agree as follows:

**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 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 law enforcement 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, similar catastrophes or disorders, the provisions of this Agreement may be suspended by the UFBOT during the time of the declared emergency, 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.

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 four (4) employees may be designated to serve as Employee Grievance Representatives.

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 Bulletin Board

The materials posted on the board shall be related only to PBA matters and shall not contain anything that violates or has the effect of violating any law, rule, or regulation. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign materials for or against any person or organization or faction thereof, except that election material relating to PBA elections may be posted on such boards.

3.5 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.

3.6 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 fifty (50) hours of time to use for collective bargaining during the 2007 negotiations and a credit of fifty (50) hours to use for collective bargaining during the 2008 reopener negotiations, subject to the conditions set forth below:
 - 1. Employees on duty must coordinate their absence with supervisors in advance to insure 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 individuals who were on duty during negotiations and the hours to be charged against the 50 hour credit;
 - 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.
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- B. If time off for collective bargaining in excess of what has been granted in the form of a credit pursuant to Section 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.

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

**ARTICLE 5
DUES DEDUCTIONS**

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 UFBOT 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 UFBOT, 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 UFBOT has agreed to deduct.

ARTICLE 6
NONDISCRIMINATION

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, color, sex, religion, national origin, age, veteran status, disability, marital status, or sexual orientation. 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 Human Resources Director in order to address issues of concern.

ARTICLE 7
WORK WEEK AND WORK DAY

7.1 Work Week

- A. Patrol: The normal work schedule for Patrol will consist of 12-hour shifts.
- B. Non-Patrol: The normal workweek for each of these employees assigned to non-Patrol units/assignments shall be 40 hours, which shall apply to bargaining unit employees assigned to the following units/assignments: Criminal Investigations, Professional Standards, Fleet Manager, Background/Internal Investigations, Community Services Division, Training, Traffic Unit, and Canine.
- C. When required hours of work exceed forty (40) per week for non-Patrol units/assignments and eighty (80) hours for Patrol during the fourteen (14) day work period, compensation for overtime worked shall be in the form of cash payment unless the employee and the supervisor agree that the employee be credited with compensatory leave. Except as otherwise provided in Section 7.8 below, only actual hours worked shall count for the purpose of computing overtime.
- D. The University may establish an alternate work schedule for Non-patrol units/assignments as deemed appropriate by the Chief of Police. 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 Patrol eighty (80) hour work cycle as described above. Prior to implementing an alternative work schedule, the Chief of Police shall provide the PBA with the proposed work schedule and a list of employees affected. The PBA may consult with the Chief of Police over the proposed alternate work schedule prior to implementation. The duration of the alternate schedule is to be determined by the Chief of Police. 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 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.
- E. An employee will be given fourteen (14) calendar days notice of a change in the employee's work week, work hours, or days off, except in an official emergency, or to meet unforeseen law enforcement needs.

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

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 employees receive a thirty (30) minute paid meal break each shift, and two paid fifteen 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 time worked periods. There shall be no penalty or monetary consequences if the meal or other breaks are not received.

7.3 Overtime Pay

Any required hours of work over 80 hours in the 14 calendar day work period shall be compensated at the overtime rate. Except as otherwise provided in Section 7.1 above, employees assigned to a 40 hour work week will be compensated at the overtime rate when they work more than 40 hours in the 7 day work period.

7.4 Administrative Leave Increments

Should a bargaining unit employee have to use administrative leave, it will be granted in increments of up to 8 to 12 hours for each workday the employee is regularly scheduled to work.

7.5 Holidays

Should a bargaining unit employee work a holiday or if a holiday falls on the employee's regularly scheduled day off, special compensatory leave will be earned in increments of 8 hours.

7.6 Disciplinary Suspensions

In the event of a suspension of a bargaining unit employee for disciplinary reasons, the number of days of the suspension will be based upon 8 hour increments.

7.7 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 days notice when required to use special compensatory leave in an increment in excess of 40 hours, and 7 days notice when required to use special compensatory leave in an increment of 16 to 40 hours.

7.8 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, and holiday hours will count as hours worked for the purpose of computing overtime.
- B. If an employee reports 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.

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

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 a holiday will be compensated by payment of a fee in the amount equal to one-fourth ($\frac{1}{4}$) of the employee's hourly base rate of pay for each hour such employee is required to be available.

8.3 Call-Back

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

8.4 Court Appearances

If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall have the option to either accept the witness fee or be granted a minimum of three (3) hours which shall be counted as hours worked.

ARTICLE 9
PROMOTIONS AND ASSIGNMENTS

Promotions

- 9.1 The filling of vacant positions should be used to provide career mobility for employees and should be based on the relative merit and fitness of the applicants. The University shall fill a vacant position with the applicant who, in 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 University rules and 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. However, the Department agrees that prior to any given promotion process for the identification of qualified individuals eligible for promotion, the Department shall announce by posting on the bulletin board the process to be used. In addition, employees will be given a minimum of 14 calendar days from the date of posting of promotional opportunities in which to submit application for consideration. A list of qualified candidates for promotion will be developed from the promotional process, and the list will be valid for one year from the date of issuance. The Police Chief shall have the ability to select for promotion any candidate deemed qualified as a result of the assessment process used and whose name appears within the top eight (8) on the list of candidates eligible for promotion.
- 9.3 The University will identify for the Police Chief the following elements of any written examination required for promotion:
- A. the date(s) of the exam;
 - B. the major categories to be covered by the exam;
 - C. a list of study materials for applicants to consider in exam preparation; and
 - D. the passing score that must be attained.

This information will be communicated to individuals scheduled to take the examination no later than 60 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.

- 9.4 The University will notify each employee who takes a promotional exam of the exam results.
- 9.5 The parties acknowledge that the University is in the process of developing new promotional processes for bargaining unit positions. The University agrees that

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 Where an educational degree is a criterion, no less than two years notice shall be provided before such requirement is implemented. This provision applies only to those employees employed at the time of the notice.
- 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. It is agreed that the Department shall announce regular assignment opportunities by posting the assignment description and minimum qualifications on the bulletin board, with such notice being given at least 14 calendar days in advance of the selection process, during which employees will be given a minimum of 14 calendar days from the date in which to submit a request for consideration. This Section shall not preclude the Police Chief 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. The employee shall be provided with information regarding the basis of the evaluation. Performance ratings shall be based on an analysis of the employee's actual job performance. Numerical arrest, citation, or violation totals will not be used as the principal basis for determining the overall level of rating for any employees.
- B. If an employee is not probationary, yet does not meet the performance standards of the current classification, the University shall develop a performance plan intended to correct performance deficiencies.
- C. Such employee shall also be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation, which rates the employee as not meeting performance standards. If that meeting does not resolve the employee's concerns, the employee shall be granted, upon written request, a performance evaluation review conference with the Chief of Police and the Division of Human Resources. These reviews shall ensure that the performance evaluation was not done in an arbitrary or capricious manner.
- D. 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.
- E. 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 not meeting performance standards.

ARTICLE 11
INTERNAL INVESTIGATIONS AND DISCIPLINE

11.1 Internal Investigations

A. The parties recognize that 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 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 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 administrative inquiry if not covered under (1), (2), or (3) above. All anonymous complaints will be documented on a Citizen's Complaint Form.

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 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.

- A. Disciplinary actions administered to employees may be taken only for just cause. Discipline shall be processed and issued in accordance with University rules and procedures in effect at the time the discipline is issued.
- B. 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. 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 Department is considering whether to dismiss an employee for cause, the Department shall have the ability to review and consider the individual's entire employment 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 Division of 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, employee discipline shall be subject to the Grievance Procedure only where it involves the suspension, disciplinary or performance based demotion with or without reduction in base pay other than during the promotional probationary period, or dismissal of employees other than those in an initial probationary period. Oral or written reprimands may only be grieved through Step 2.

11.3 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.

ARTICLE 12
DRUG TESTING AND FITNESS FOR DUTY

- 12.1 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 (including break and meal periods) while on duty is expressly prohibited.
- 12.2 Any employee covered by this Agreement shall be subject to a blood, urine, hair or intoxilizer 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 Article 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(5)(j), Fla. Stat.
- 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-24A, 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 intoxilizer 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. The University may, at its sole discretion, instead allow an employee the option of enrolling in a bona fide rehabilitation/treatment program. Failure to successfully complete the rehabilitation/treatment program, as verified by the Division of 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 the Florida Workers'-Compensation Law, 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 thirty (30) 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.

ARTICLE 13
EMPLOYMENT STATUS

13.1 Employment Status

A. USPS

Bargaining unit employees hired prior to January 7, 2003, may be employed in regular status as USPS employees, and are subject to a one year probationary period from the time of hire. USPS employees are subject to the terms established by the University for USPS employees generally except where expressly modified by this Agreement. Such employees shall remain USPS unless one of the following occurs:

1. the employee voluntarily elects to convert to TEAMS status;
2. the employee has a break in service as a result of separation of employment, including but not limited to separation as a result of layoff;
3. the employee promotes to a non-bargaining unit position.

B. TEAMS

Bargaining unit employees hired after January 7, 2003, are employed in TEAMS status. The first year of employment for a TEAMS employee is considered probationary with employment thereafter based upon notice of annual appointment. Differences between USPS and TEAMS include but are not limited to:

1. Employment is based upon an annual notice of appointment;
2. TEAMS employees are subject to nonrenewal without any requirement of cause for non-renewal;
3. Priority over seniority for the scheduling of personal leave days during the period December 26 through January 1;
4. Decisions regarding nonrenewal are subject to the grievance process only through Step 2 of the Grievance Procedure;
5. TEAMS employees are subject to the terms established by the University for TEAMS employees generally except where expressly modified by this Agreement;

6. In the case of disciplinary action of a TEAMS employee, only suspension, disciplinary or performance based demotion with or without reduction in base pay, or dismissal during the term of any notice of annual appointment following the probationary period is subject to the Grievance Procedure;
7. In the event of arbitration over dismissal of a TEAMS employee during the term of an annual appointment, the arbitrator's award may include reinstatement to the grievant(s); however, the terms of reinstatement may not exceed the expiration of the employee's notice of appointment, nor require subsequent notices of appointment to be issued.

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 counselings 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 is in a supervisory or subordinate position to the employee in the University.
 - 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 in a grievance with more than one grievant, provided that the respective Appendix bears the signatures of all 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 Chief of Police/designee 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 Chief of Police/designee 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 Chief of Police/designee 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 Chief of Police/designee 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 Chief's/designee'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 Vice President of Human Resources/designee 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 Vice President of Human Resources/designee may have a meeting with the employee and/or a PBA Representative to discuss the grievance.
2. The Vice President of Human Resources/designee 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. The party to strike first shall be determined by the flip of a coin.
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, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of Section 15.2.C.3.

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.
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 shall issue his/her decision not later than forty-five (45) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
 - b. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
 - c. 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.
 - d. 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 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.

15.4 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.

16.3 Vehicles and Equipment

- A. Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the University. Marked patrol vehicles shall be equipped with cages and as such vehicles are replaced, the newly purchased vehicles shall include the standard police package.
- B. 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.
- C. The University shall provide its employees with custom-fitted bullet resistant vests. Vests shall be replaced as per the stated warranty. The wearing of these vests is at the discretion of the employee, however, employees are strongly encouraged to wear the vest at all times when on duty, and the University reserves the right to require the wearing of the vest under specified conditions or special circumstances.

16.4 Firearms

- A. Each University shall provide its 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 semi-automatic 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 employee is allowed 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 of such employment. If the employment has not been previously approved, it shall be subject to the provisions of Section 17.1B.

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

- C. The University may make reasonable inquiries of the employee to ensure that the employee's employment outside of the University does not constitute a conflict of interest or interfere with the employee's primary duties as a University law enforcement officer.

ARTICLE 18
WAGES

- 18.1 For Fiscal Year 2008-2009, effective September 19, 2008, each eligible bargaining unit employee shall receive a 5 percent base increase applied on their September 18, 2008 salary. To be eligible for the 5 percent base increase bargaining unit employees must have a hire date of June 30, 2008, or earlier. Bargaining unit employees must also have a current performance rating of minimally achieves or better to be eligible for the 5 percent increase. In the absence of a current performance evaluation, bargaining unit employees will be considered to be at the satisfactory or achieves performance level.
- 18.2 Although merit increases are not currently funded during the 2008 – 2009 fiscal year, the Parties agree that merit is an important component of an effective pay plan and that merit-based increases will be considered when and if funds become available.
- 18.3 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.
- 18.4 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 status will receive a seven percent (7%) increase to his or her base pay for all hours during which a recruit is actively assigned to the FTO for training.
 - 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.

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 status will receive a seven percent (7%) increase to his or her base pay for all hours during which a recruit is actively assigned to the FTO for training.
- 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.

ARTICLE 19
ACTING PAY

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 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 State Employee Health Insurance Program

The University and the PBA support legislation to provide adequate and affordable health care insurance to all employees.

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.

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, or pins recognizing years of service with the State, specifically recognizing fifteen (15), twenty (20), and twenty-five (25) years of service; and
- D. Upon normal retirement, including disability retirement, an identification card—and badge reflecting a one "military grade" honorary promotion, clearly marked "RETIRED" and "HONORARY", one complete uniform including the badge worn by him or her, 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 Employees may be granted leaves of absence as provided in University Rule 6C1-1.201.

22.2 Job-Related Disability Leave

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

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

A. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with FAC Rule 6C1-1.201.

B. Light duty may be made available to bargaining unit employees under the University's Modified Duty Program.

C. A complaint concerning administration of this Section may be grieved in accordance with Article 15 of this Agreement only up to and including Step 2.

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

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

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 permits except for those occasions or events where the Police Chief 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 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 \$ 600.00 annually payable in two installments of \$300.00 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 \$150.00 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.

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 watch or prescription eyewear, or such other items of personal property as have been given prior approval by the University as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein. A written report must be filed 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 following amounts:

1. Watch - \$75;
2. Prescription eye wear - \$200 (including any required examination);
3. Other Items - Whether to reimburse, and if so, the reimbursement value of any items other than watches or prescription eye wear shall be with the approval of the Police Chief. Approval shall not be unreasonably withheld; and
4. Total allowable per incident - \$500.

ARTICLE 27
LAYOFFS AND RECALL

27.1 Layoffs

When employees are to be laid off, the University shall implement such layoff in accordance with the procedures contained in the University rule on Layoffs.

27.2 Recall

When a vacancy occurs, laid off employees shall be recalled in accordance with the University rule on Layoffs.

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 The UFBOT and the PBA, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

28.3 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

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 upon ratification by both parties and shall remain in full force and effect through the thirtieth day of June, 2010, with the exception that the following shall be subject to renegotiation for the 2008-2009 year:

- A. Wages (Article 18);
- B. Benefits (Article 20);
- C. Up to two additional articles chosen by each party.

Such renegotiations shall begin no later than April 1, 2008, it being understood that negotiations may not be completed until after the conclusion of the legislative session.

30.2 Renegotiation for the 2009-2010 year shall begin no later than April 1, 2009, it being understood that negotiations may not be completed until after the conclusion of the legislative session. The renegotiation shall include the following:

- A. Wages (Article 18);
- B. Benefits (Article 20);
- C. Up to two additional articles chosen by each party.

30.3 Negotiations for a successor Agreement shall begin no later than October 1, 2010. In the event that the UFBOT 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.

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

Kimberly M. Czaplewski
Chief Negotiator

Date: _____

Kyle J. Cavanaugh
Senior Vice President

Date: _____

Bargaining Committee:

Charles Deal
Major Tony Dunn

Approved by the Board of Trustees of the University of Florida on this ____ day of _____, 2007.

FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

By:

James Wiggins
Chief Negotiator

Date: _____

Timothy L. Peck

Date: _____

Bargaining Committee:

Ernest Hale
Nick Konopka
Brian Smith
William Ledger
Rick Nelson
Marcus Brinson

APPENDIX A
DUES DEDUCTIONS AUTHORIZATION

I, _____ an employee of the University
(Full Name - Print) (UF ID Number)

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: _____ 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 is based, and the relief requested:

REMEDY SOUGHT:

AUTHORIZATION

I will be represented in this grievance by: (check one - representative must sign on appropriate line):

____ PBA _____

____ Myself _____

____ Other _____

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120, FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

Signature of Grievant(s)

Date

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

The Step 1 decision shall be transmitted to Grievant's Employee Grievance Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to Grievant and the local PBA Chapter if the Grievant elected not to be represented by PBA.

APPENDIX C
REQUEST FOR REVIEW OF STEP 1 DECISION

=====

This grievance was received and 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: _____ Date _____
Faxed documents do not constitute an appropriate format for filing of grievances.

=====

GRIEVANT
NAME: _____

DEPT/DIV: _____

OFFICE PHONE: _____

EMPLOYEE GRIEVANCE
REPRESENTATIVE NAME: _____

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
NOTICE OF ARBITRATION**

This grievance was received and 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: _____ 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 _____ and received by the Employee Grievance Representative on _____ in this grievance of:

NAME: _____

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