

# ***The North Central Florida Police Benevolent Association***



**&**

## ***University of Florida Police Department***



### ***Lieutenants***

#### ***Collective Bargaining Agreement***

***April 1st, 2020 to March 31st, 2023***

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## **PREAMBLE**

**THIS AGREEMENT** is between the **UNIVERSITY OF FLORIDA BOARD OF TRUSTEES** (“UFBOT”) and the **FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (PBA”)**, **hereinafter called PBA-LT** 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-LT 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. 1911 issued by the Florida Public Employees Relations Commission on April 18, 2017, and any amendments thereto.

#### **1.2 Exclusions**

This Agreement specifically excludes employees in positions designated with confidential, temporary, 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-LT regarding the proposed bargaining unit designation of the classification. The PBA-LT 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-LT 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-LT of such determination. The PBA-LT 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-LT 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-LT 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-LT.

## **Article 2**

### **Management Rights**

- 2.1 The PBA-*LT* 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 University 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-LT Activities**

#### **3.1 Designation and Selection of Representatives**

- A. The President of the PBA-LT shall annually furnish to the University, no later than January 1, a written list of Employee Grievance Representatives, PBA-LT Staff Representatives, and other PBA-LT 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-LT Staff Representative, and other PBA-LT representatives. The University will not recognize any person as an Employee Grievance Representative, PBA-LT Staff Representative, or other PBA-LT grievance representative whose name does not appear on the list. This list may be amended in writing as new representatives are designated by the PBA-LT.
- B. A total of three (3) employees may be designated to serve as Employee Grievance Representatives.

#### **3.2 Representative Access**

- A. Employee Grievance Representatives, PBA-LT Staff Representatives, and other PBA-LT 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-LT 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-LT 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-LT 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 two (2) times per calendar year unless otherwise mutually agreed upon.

- B. Consultation with University representative. Such consultations will be in accordance with the provisions of (A) above.
- 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-LT, 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-LT 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 website. 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-LT 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-LT 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-LT 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-LT within ten (10) calendar days of their receipt by the University; such response will include the reasons for rejecting any suggested revisions. The PBA-LT 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-LT 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-LT's right to negotiate over changes in terms and conditions of employment.

### 3.5 Negotiations and PBA-LT Activities

- A. The University and the PBA-LT shall each select its own bargaining team. The PBA-LT will be provided with a credit of fifty (50) hours of time to use each year for collective bargaining during the term of this Agreement.
  - 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-LT 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.
- 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-LT 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-LT 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-LT conventions, conferences and meetings. So long as such requests are made at least two (2) 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-LT will be provided the reason for denial in writing.
- D. Member 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-LT 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-LT dues in an amount established by the PBA-LT 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-LT 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-LT 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-LT 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 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-LT 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-LT to collect its dues for that pay period directly from the employee.

#### 5.3 Termination of Deduction

Deductions for PBA-LT dues shall continue until either: 1) revoked by the employee by providing the University and the PBA-LT 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-LT shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

#### 5.4 Indemnification

The PBA-LT 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-LT 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, disability, sex, religion, gender identity and expression, political opinions, genetic information, 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 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

The normal work schedule for PBA-LT's shall consist of a two (2) week 80 hour pay period.

- A. 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.
- B. 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 work day 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 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 work day the employee is regularly scheduled to work.

### 7.4 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 as follows:

- A. 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).
- B. 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.
- C. 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.
- D. Holidays falling on Saturday will be observed on the Friday preceding the holiday, and holidays falling on Sunday will be observed on the Monday following the holiday.
- E. 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.
- F. 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.

### 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 Regular Assignment

Regular assignments within the Department and their durations shall be determined by the Police Chief. It is agreed that the Department shall announce regular opportunities by posting the assignment description and minimum qualifications with such notice being given a minimum of fourteen (14) calendar days from the time 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 their designee, regarding the employee's non-selection and how the employee might better prepare himself or herself for future assignment opportunities.

## **Article 8**

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

#### 8.1 On-Call / Command Duties Assignment

"On-call / Command Duties" assignment shall be defined as any time when 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. When a member is required to perform work by telephone or other electronic device outside of their normal scheduled hours, the time spent working shall be flexed.

#### 8.2 Call-Back

If an employee is called back to UF or other designated work location 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 times 1.5 hours of flexible time, including time to and from the employee's home to the assigned work location, or four (4) hours.

#### 8.3 Court Appearances

If an employee is subpoenaed to appear as a witness, in person or telephonically, 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.

#### 8.4 Flex-Time for On-Call Assignments, Call-Back and Court Appearance

Employees shall be permitted to flex or adjust their work schedule for On-Call Assignments, Call-Back and Court Appearance for work time in excess of fifteen (15) minute increments at the mutual

agreement of the employee and the department. In the event that any time in this article cannot be flexed within the same pay period, the member shall flex the time within thirty (30) days. However, this time frame can be extended with the mutual agreement of the member and management. In the event there is no resolution, the Department Chief, or designee, will decide the outcome.

## **Article 9**

### **Vacant**

## **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. Ex. 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 is 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

- 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 as instructed not to exceed eight (8) hours per day, five (5) days per week.

## 11.2 Expedited Corrective Action Process

Expedited Discipline Action Process (ECAP) is available for employees who acknowledge they committed a policy violation and wish to expedite disposition of the matter. A PBA-LT 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 determining the appropriate level of corrective action, and may result in less severe discipline than formal disciplinary process.

## B. Procedures for ECAP

### 1. ECAP Phase I – 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.
- 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.
- g. Upon an employee signing the ECAP Response form, the Chief or Designee shall complete the ECAP Agreement and, if the Agreement is completed by a Designee, forward the Agreement and Response forms through the chain of command for review, approval signatures and recommendations.

### 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 the Article 11.
- b. The ECAP 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. The employee waives their rights under Chapter 112, F.S. "Law Enforcement Officers' and Correctional Officers' Right".
- 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 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 of Police 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.

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.

- 11.3 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, or dismissal.

- 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-LT 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, 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 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.

#### 11.4 Standards for Performance and Conduct

"Just cause" shall be defined as:

- A. Incompetence. Incompetence may be demonstrated by the following:
  - (1) Lack of knowledge of the application of law required to be enforced;
  - (2) An unwillingness or inability to perform assigned tasks;
  - (3) A failure to conform to work standards for the employee's rank and position;
  - (4) Repeated poor evaluations of Departmental directives.
- B. Misconduct, which includes conduct, on or off working hours, that adversely affects the employee's ability to perform his or her duties, or which adversely affects the University's ability to carry out its assigned mission. Misconduct may include but is not limited to: sexual harassment, threatening and/or abusive language, theft, fighting, falsification, insubordination, horseplay, possession, use, and/or distribution of non-prescribed drugs,

unlawful possession or use of firearms, conviction of a crime, drinking on the job or reporting to work under the influence of alcohol or drugs, improper use of state property, leaving work area without permission, loafing, sabotage, sleeping on duty, strike or concerted activity, unauthorized solicitation, violation of safety practices, disruptive conduct, failure to follow instruction, and retaliation.

- C. Unsatisfactory Attendance. Unsatisfactory attendance includes: failure to obtain approval prior to any absence from work except in the case of proven emergency, failure to notify or call during an absence, an attendance record of recurring absences even if the majority of absences were necessary and/or excused, a pattern of absences, and tardiness.
- D. Negligence. The failure to use ordinary or reasonable care in, or the omission of or inattention to, the performance of assigned duties.
- E. Violation of provision of law, University or UFPD rule, policy, directive, procedure, or practice that is either verbal, written, or acknowledged as understood by the employee.

#### 11.5 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.

#### 11.6 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 of Florida 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 CBA Article 11.6.
- 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 of Florida 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 of Florida 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 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 paid 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 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, 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-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 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; however, 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 within the time frame specified by the rehabilitation/treatment program/healthcare provider and, verified by 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, Fla. Statutes and that the University may update the program to conform to changes in the law and regulations. The University will provide the PBA-LT 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-LT before the Program's effective date.
- 12.8 Health and Fitness Program. The University shall consult with PBA-LT prior to implementing a mandatory health and fitness program for employees. Such consultations shall not constitute a waiver of the PBA-LT's right to negotiate concerning changes in terms and conditions of employment.

## **Article 13**

### **Employment Status**

#### **13.1 Employment Status Law Enforcement LT**

Employees in the bargaining unit, as defined in Article 1, will be employed in regular status under a Law Enforcement LT classification (or "pay plan" for purposes of the University's employee database system), and are subject to a probationary period starting at the time of promotion or new-hire. If the Chief 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 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 a member's probation for performance related matters, the member shall be given at least sixty (60) days' notice prior to the expiration of the probationary period along with a written notice of the member's deficiencies and a corrective action plan for successful completion of probation. If the extension is for non-performance related reasons, the member shall be notified of the extension, and the reason for the extension, at any point 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.

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 rating period shall be the same as the probationary period. The probationary performance appraisal should be completed and presented within the last 30 days of the rating period. If an extended probationary period is required, the rating period shall be extended by the same length of time.

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 thereby default to an achieves rating.

Following successful completion of an initial or promotional probationary period, employees shall be awarded permanent status in the rank of their appointment. Employees with permanent status may not be terminated absent just cause pursuant to this Agreement.

## **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 Resource Services. 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-LT agree that letters of counseling or memos are not discipline.

## **Article 15**

### **Grievance Procedure**

#### **15.1 Policy**

- A. The University and the PBA-LT 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-LT.
- 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-LT.
  - 1. When the grievant has elected PBA-LT representation, both the grievant and the PBA-LT 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-LT Representative, and any decision agreed to by the University and the PBA-LT shall be binding on the grievant.
  - 2. If the grievant is not represented by the PBA-LT, Human Resources shall timely notify the PBA-LT such that the PBA-LT 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-LT shall not be bound by the decision of any grievance or arbitration in which the grievant was not represented by the PBA-LT.
- 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-LT, 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-LT 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 with responsibility of the employee's area 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 10<sup>th</sup> 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-LT 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. The final decision on a grievance rests with the Vice President for the unit at the time, except as provided in the University regulations. Such cases include termination, layoff, demotion with reduction in pay, job abandonment, or relocation. In such cases, the PBA-LT 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-LT did not represent the grievant at Step 2, the grievant may appeal the grievance to Arbitration.
2. The University and the PBA-LT 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-LT 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-LT, 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-LT 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-LT 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-LT 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-LT 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-LT 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. Law enforcement officers who hold the rank of Lieutenant shall be issued 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.
  - 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. The 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 Bargaining Unit employees shall receive the following increases, subject to the conditions in this article:

January 1, 2021

3.0% COLA

For fiscal years 2021-2022 and 2022-2023, the parties agree to renegotiate wages during the yearly openers.

- 18.2 Reimbursable Event Pay

- A. For reimbursable events, the University will provide retirement eligible event pay in the following increments:

- \$150 for up to 3 hours;
- \$300 for more than 3 hours, up to 6 hours;
- \$450 for more than 6 hours, up to 9 hours;
- \$600 for more than 9 hours, up to 12 hours;
- And similar increments for more than 12 hours

- 18.3 Additives for Special Assignments

- A. Bargaining unit employees that are assigned to any assignment other than Patrol Shift Commanders shall receive a \$500 annual payment prorated on a monthly basis.

- 18.4 Shift Differential.

Employees in units Charlie and Delta (regularly scheduled to work between the hours of 18:00 and 06:30) will receive a shift differential at a rate of \$1.00 / hour.

- 18.5 The University may provide raises beyond those mandated by this agreement. Such raises shall for such things as competing offers, compression and merit.

## **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. When an employee alleges that the employee is being regularly required to perform duties which are in a higher classification, 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-LT representation at the review meeting.

## **Article 20**

### **Benefits**

#### **20.1 State Employee Health Insurance Program**

The University and the PBA-LT 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, 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; and
- D. Upon normal retirement, including disability retirement, an identification card and badge 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 For the purposes of this Article, "seniority" shall be defined as continuous service in the job classification.

## **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:

<u>Hours Accrued Per Pay Period</u>	<u>Yearend Max</u>	<u>Payout Max upon separation</u>
6.769	352	352

- 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 an additional thirty-two (32) hours of Personal Holiday time on July 1<sup>st</sup> of each calendar year.
- D. Bargaining unit members will be eligible for a buyout of up to 88 hours of vacation leave during the month of December 2020. Members must have at least 40 hours of vacation leave remaining after the buyout is processed. The buyout will be conducted in conjunction with the regular University of Florida Vacation Leave buyout process in December.
- 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 days transfer up to eighty (80) hours of accrued vacation leave and up to eighty (80) hours of sick leave.

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 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

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.

- A. 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-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 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 Article 22.4B3 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.

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.

- B. Administrative leave for athletic competition in Olympic events shall be provided under the same conditions accorded to state employees in Section 110.118, Fla. Stat.

- C. Administrative leave up to two (2) work-days, based on the bargaining unit member's work schedule, shall be provided to an employee upon the death of an immediate family member.
  - D. 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, Fla. Stat.
  - E. 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.
  - F. 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.
  - G. 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 Article 22.12(J)(1)-(3) above.
- 22.11 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.
- Military Leave
- A. Federal and state laws shall govern the granting of military leave and the employee's reemployment rights as follows:
  - B. 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.

- C. 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.
- D. 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.
- E. 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.
- F. 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, Fla. Stat. Such leave shall be without loss of performance rating.

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.

- G. Applicability of Laws - Federal and state laws shall govern the granting of military leave and the employee's reemployment rights.

- H. 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.
- I. 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.
- J. 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).
- K. 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.
- L. 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, Fla. Stat. and provided with University benefits as follows:
- B. Time away from work for the initial medical assessment and/or treatment of a work-related injury shall be counted as work time, but shall not cause employees to exceed their scheduled work hours for that day. 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, Fla. Stat.

- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. Modified/alternate duties, consistent with the University's Modified Duty Program Policy, 2006, shall be provided to employees with work-related injuries. A copy of the policy is available from the Workers' Compensation Office, PO Box 115008, Gainesville, Florida 32611-5008.
- I. 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.

#### 22.14 Domestic Violence Leave

- A. Employees may take up to three (3) work-days, based on the bargaining unit member's work schedule, 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:

Seeking an injunction for protection against domestic violence or repeat violence, dating violence, or sexual violence;

1. 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;
  2. Obtaining services from victims services organizations such as a domestic violence shelter or rape crisis center;
  3. Making the employee's home secure from the perpetrator of domestic violence or finding a new home to escape the perpetrator; or
  4. 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.

22.15 The President or designee has authority to provide an employee leave with or without pay or to reassign an employee when such leave or reassignment is in furtherance of the mission of the University.

22.16 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, 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-LT 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 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 who are pursuing an advanced graduate degree from an accredited institution of higher learning are also 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 graduate degree track courses taken at any accredited college or university, both classroom courses or online courses, that meet the following criteria:
  - (1) Employee must receive graded credit hours (no Pass/Fail credit hours)
  - (2) Employee must receive a passing grade of at least a "C"
- E. Eligible employees will be reimbursed (subject to 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 the maximum rate of \$225.00 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 paragraph 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 Resource Services.

## **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. If replacement is needed due to negligence or carelessness of the employee, the employee shall bear the costs.

#### 25.2 Clothing Allowance

Employees assigned to full-time plain-clothes positions shall receive a clothing allowance in the amount of \$1000.00 annually payable in two installments of \$500.00 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.

#### 25.3 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.

#### 25.4 New Duty Uniforms

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

in the evaluation of the uniforms.

## **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 Separation from employment shall be administered consistent with the following provisions:**

- (a) An employee who resigns from employment shall have no 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 may be separated from employment at any time without rights to appeal.

#### **27.2 Layoffs shall be administered consistent with the following provisions:**

- (e) Reasons for layoff, which may occur at any time, are: adverse financial circumstances; reallocation of resources; 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.
- (f) President or designee shall designate a layoff unit at an organizational level such as a division, area, program, or other level or organization as the President or designee deems appropriate.
- (g) If the division that the PBA-LT reports to is included in the layoffs, the Vice President shall consider the special qualifications and relevant experience required for specific positions and exclude such positions from layoff.
- (h) The Vice President will designate layoff units.
- (i) Those employees will be retained who, in the judgment of the University will contribute to the mission and purpose of the University when taking into account the employee's length and continuous University service and other appropriate factors. The Vice President shall submit a plan to meet the goals set by the President. The Vice President shall have the sole discretion in determining the distribution to accomplish the goals.  
Within these parameters seniority will be a significant factor in determining layoffs
- (j) 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. UF Human Resources identifies the incumbent(s) in the classification(s) that are to be issued layoff notice. The administrator of the unit as the President's designee determines which specific positions may 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. UF Human Resources will make an initial assessment of the layoff candidate's rights to specific classifications.
- (k) Consideration for Vacancies. UF 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.
- (l) Consideration for Non-Vacant Positions. If an appropriate vacant position is not identified, UF 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.
- (m) Layoff candidates who decline to interview for positions to which they have placement rights or who reject an offer that UF Human Resources deems to represent an appropriate match forfeit further layoff and recall rights and, as a result, voluntarily effect their final resignation.

- (n) 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, employee seniority will be a factor in determining who will be referred to the hiring authority for consideration.
- (o) 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-LT 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-LT 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-LT, 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-LT 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 31<sup>st</sup> day of March 2023.

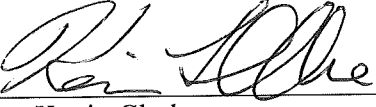
30.2 Negotiations for a successor Agreement shall begin no later than August 1, 2022. In the event that the University and the PBA fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

30.3 The parties agree to a re-opener in 2020, 2021 and 2022. Each side may select two (2) articles for the re-opener, in addition to article 18.

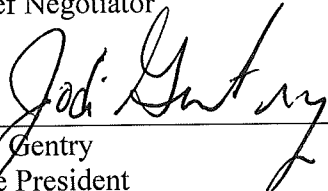
30.4 Nothing prohibits the parties from agreeing to other re-openers during the life cycle of this agreement. If both parties mutually agree to open any article during this Agreement, the re-opening of these articles do not count against either party's re-openers.

## SIGNATURE PAGE

### UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

  
\_\_\_\_\_  
Dr. Kevin Clark  
Chief Negotiator

10-25-19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jodi Gentry  
Vice President

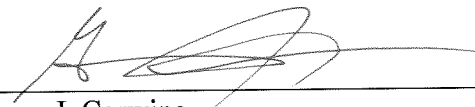
10-25-19  
\_\_\_\_\_  
Date

Bargaining Committee:


Darren Baxley  
Bart Knowles  
Rebecca Wright

Approved by the Board of Trustees of the University of Florida on the 6<sup>th</sup> day of Dec, 2019.

### FLORIDA POLICE BENEVOLENT ASSOCIATION

  
\_\_\_\_\_  
George J. Corwine  
Chief Negotiator

October 21, 2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jacob Pruitt  
UFPD Representative

10/21/19  
\_\_\_\_\_  
Date

Bargaining Team:

Matt Davis  
Alton McDilda  
Greg Streukens

**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