

2013 ±2016

University of South Florida/
West Central Florida Police
Benevolent Association

Collective Bargaining Agreement

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Article 1

Recognition

1.1 Inclusions.

A. The University hereby recognizes the PBA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the University of South Florida Law Enforcement Bargaining Unit as defined in Certification No. 1414 issued by the Florida Public Employees Relations Commission on August 12, 2003.

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

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

1.3 Classes and Positions.

A. When the University establishes a new SWDII IRUPHUO\ NQRZ enforcement 36' classification or revises an existing classification so that its bargaining unit designation is changed, the University shall notify the PBA regarding the proposed bargaining unit designation of the class. The

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

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

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

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

Article 3

PBA Business

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

more than two (2) such representatives shall have the right to receive such permission at any one time. Further, the PBA shall give the University at least 72 hours advance notice of the time desired off barring exigent or emergency circumstances. Such requests shall be submitted to the Chief of Police and shall not be unreasonably denied.

3.7

untimely or otherwise improper, such opinion shall not affect the selection of the arbitrator; however, such issue(s) shall be subject to Section 5.4 F.

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

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

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

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

A. Proper Conduct (Exonerated): The allegation is true, but the actions of the employee were consistent with University Police Department policy.

B. Improper Conduct (Sustained): The allegation is true and the actions of the employee were inconsistent with University Police Department policy.

C. Insufficient Evidence (Not Sustained): There is not sufficient evidence to prove or refute the allegation.

D. Unfounded Complaint: Either the allegation is demonstrably false or there is no credible evidence to support the allegation.

E. Not Involved: The investigation established that the employee named in the complaint was not involved in the alleged incident.

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

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

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

Article 7

Discipline

7.1 The University and the PBA encourage to the fullest degree, employee behavior which is positive and supportive of the goals of effective management and public safety. The parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

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

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

Article 9
Change in Assignment

9.1

C. An employee must submit a request to the Department no later than the first business day after January 1 of each calendar year. Such request shall indicate the class(es) to which the employee would like to be promoted.

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

15.4 Compensation for Special Duty.

A. When an employee works an event for which the Department is reimbursed at a premium rate of pay, and such event is outside the employee's regularly scheduled workweek, and a holiday(s) occurs or the employee

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

17.3 /HDYH WR 6XSSOHPHQW :RUNHUV f d A Remas-Duty.DWLRQ %HQHILWV D

\$ \$Q HPSOR\HH LV HOLJLEOH WR XVH DFFUXHG SDLG OHDYH WR VX accordance with USF rules and regulations.

B. When an employee has been determined eligible to receive a temporary partial disability benefit or a temporary total disability benefit pursuant to the provisions of Section 440.15, F.S., and there is medical FHUWLILFDWLRQ WKDW WKH HPSOR\HH WHPSRUDULO\ FDQQRW SHUIRU perform some type of work beneficial to the University, the employee may be returned to the payroll at his/her regular rate of pay to perform such duties as the employee is capable of performing.

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

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

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

Article 18

Learning Opportunities

18.1 Law Enforcement Training. The University and the PBA recognize the importance of training programs to develop skills in our law enforcement officers and supervisors. The University will make a reasonable effort to continue existing training programs in law enforcement techniques and to develop new programs, and to ensure that opportunities to attend law enforcement and salary incentive training programs are equitably distributed among employees.

18.2 Tuition Benefit Program. The University is encouraged to accommodate employees seeking to take courses under the tuition benefit program in accordance with University rules and regulations. The University VKDOO SURYLGH WKH IROORZLQJ (PSOR\HH (GXFDWLRQ 3URJUDP 3((3' University resources. Full-time employees may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) at the University without payment of tuition and fees.

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

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

Article 19

Dues Deductions

19.1 Deductions and Remittance.

A. During the term of this Agreement, the University will deduct PBA dues and other authorized deductions in an amount established by the PBA and certified in writing by the President of the Florida Police Benevolent

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the deduction form provided by the PBA included as Appendix B.

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

Article 22
Travel Expenses

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

Article 23
Wages

23.1

24.2 Death In The Line Of Duty Benefits. Funeral and burial expenses, education benefits, and the State Employees Group Health Self-Insurance Plan SUHPLXP IRU WKH HPSOR\HH¶V VXUYLYLQJ VSI be provided as per applicable Florida Statutes.

24.3 Retired Employees.

A. Employees who have retired under the Florida Retirement System with the University shall be eligible, upon request, to receive on the same basis as other employees the following benefits at the University from which they retired, subject to University rules, regulations and procedures:

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

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

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

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

24.4 Award Program. The University agrees to promote a program of recognition awards for employees which shall include:

- A. Upon promotion, a framed certificate certifying the promotion;
- B. Awards for bravery and outstanding service;
- C. Service awards through the use of framed certificates, patches, or pins recognizing years of service with the University, specifically recognizing fifteen (15), twenty (20), and twenty-five (25) years of service; and

' 8SRQ QRUPDO UHWLUHPHQW DQ LGHQWLILFDWLRQ FDUG DQG ED promotion.

Article 25
Seniority

25.1 Definitions. Seniority shall be defined as follows:

A. Departmental seniority is the total length of continuous service with the University of South Florida Police Department as a law enforcement officer.

B. Classification seniority is the total length of continuous service in the job classification and shall be based upon the date of regular appointment in the classification at the University. In cases of equal seniority in current classification, seniority will be based upon departmental seniority.

C. Continuous service is the period of employment not interrupted by resignation, dismissal, retirement, layoff, quitting without notice, any other termination of employment or an unauthorized absence for three (3) or more consecutive days. Seniority credit shall not accrue for unpaid leaves of absence which exceed thirty (30) consecutive days unless required by the FMLA.

25.2 Vacation Selection. Employees shall be entitled to select vacations by departmental seniority within the unit to which they are assigned. For purposes of this section, the term "unit" shall mean the squad or division to which the officer is assigned. Notwithstanding anything in this Agreement, the department shall have the right to reschedule vacations where circumstances arise which could create a hardship upon the business needs of the department. If the departmen

27.2 Specific Reimbursement Allowances and Approvals.

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

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

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

Article 28

No Strike

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

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

Article 29

Article 31

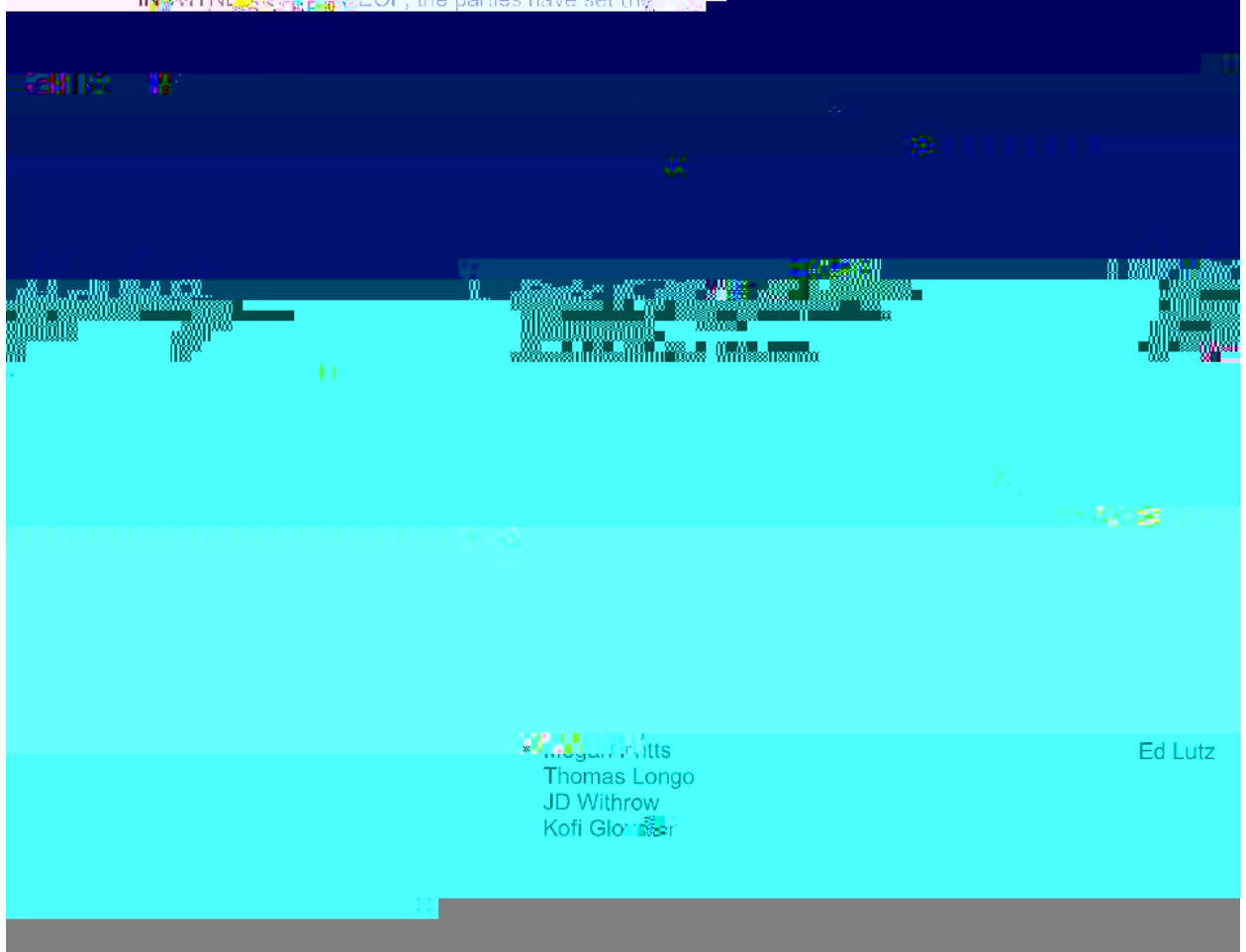
Totality of Agreement

31.1 The University and PBA acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at the University and the PBA thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

31.2 Except for impact bargaining over such subjects or matters which may not have been within the

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 Morgan Pitts
 Thomas Longo
 JD Withrow
 Kofi Glover

Ed Lutz

Appendix A

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

Law Enforcement, Certification No. 1414

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

CLASS CODE

Appendix B
PBA
Dues Deduction Form

I, _____
(Print Name - Full)

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

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

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

Date: _____ Signature: _____

Distribution of Copies:

ORIGINAL ±UNIVERSITY

1ST COPY ±ASSOCIATION

2ND COPY ±EMPLOYEE