

Agreement

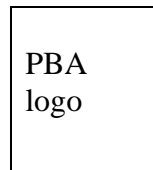
between

The University of West Florida

and

The Florida Police Benevolent Association, Inc.

**Certification Number 1443
Law Enforcement Unit**



2006-2009

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AGREEMENT

THIS AGREEMENT is between the **UNIVERSITY of WEST FLORIDA BOARD OF TRUSTEES** (hereinafter referred to as the University), and the **FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.** (hereinafter referred to as the PBA) representing the employees in the Law Enforcement Bargaining Unit; and

WHEREAS, it is recognized by the University and the PBA that the public policy of the State and the purpose of Part II, Chapter 447, 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 the University and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the University; and

WHEREAS, it is recognized by the University and the PBA that terms and conditions of employment of employees are contained in this Agreement and in the University Employment Rules and Policies; and

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 5.

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

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 Law Enforcement Bargaining Unit as defined in Certification No. 1443 issued by the Florida Public Employees Relations Commission on November 17, 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 with managerial, confidential, temporary, or emergency status, and all persons paid from Other Personal Services (OPS) Funds.

1.3 Classes and Positions.

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

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

Article 2 DEFINITIONS

The terms used in this Agreement are defined as follows:

2.1 Approved Work Period – Forty (40) hours in a seven day period or eighty (80) hours in a 14 day period, as determined by the University.

2.2 “Chief Executive Officer” means the President of the University of West Florida or his/her designee.

2.3 “Days” means calendar days, excluding any day observed as a University holiday.

2.4 "Employee" means a member of the bargaining unit as it is described in Article 1 and includes Law Enforcement Officers and Law Enforcement Corporals at the University of West Florida.

2.5 "Employee Grievance Representative" means an employee who has been designated by the PBA to investigate grievances and to represent grievant(s) at Step 1 when the PBA has been selected as the employee's representative.

2.6 “President” refers to the President of the University of West Florida or his/her designee.

2.7 "President of the Florida Police Benevolent Association" includes the elected president and his/her designated representatives.

2.8 “Regular Status” is earned by an employee, after successfully completing the position orientation year.

2.9 "University" means the University of West Florida or the University of West Florida Board of Trustees.

Article 3 DISCRIMINATION

3.1 Non-Discrimination Policy - State and Federal Law.

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

B. Employees shall not discriminate or harass any individual based upon the protected classes set forth in 3.1A above.

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

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

E. Employees are required to immediately report, to appropriate administrators, unlawful discrimination or harassment which they observe or which is reported to them. Appropriate administrators include, but are not limited to, the employee's immediate supervisor, the next level supervisor, Human Resources Director, Equal Opportunity Coordinator, any director or vice president, the Director of the Informal Dispute Resolution Office or the General Counsel's Office.

3.2 Affirmative Action Program.

The PBA agrees to support the University's current affirmative action programs.

Article 4

EMPLOYEE REPRESENTATION AND PBA ACTIVITIES

4.1 Designation and Selection of Representatives.

A. The President of the PBA shall annually furnish to the University, no later than July 1, a list of Employee Grievance Representatives, PBA Staff Representatives, and other PBA representatives who are designated to assist in processing grievances. This list shall include the name, address, work telephone number and class title of each Employee Grievance Representative, PBA Staff Representative, and other PBA grievance representatives. The Board will not recognize any person as an Employee Grievance Representative, PBA Staff Representative, or other PBA grievance representative whose name does not appear on the list. This list may be amended as new representatives are designated by the PBA.

B. A total of three (3) in-unit employees may be designated to serve as Employee Grievance Representatives.

4.2 Representative Access.

A. Employee Grievance Representatives, PBA Staff Representatives, and other PBA grievance representatives shall have access to the premises of the University in accordance with policies regarding public access to University property and may request access to premises not available to the public under University policies. Permission for such access for the purpose of investigating an employee's grievance 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.

B. The PBA shall have the right to use University facilities for meetings on the same basis as they are available to other university-related organizations.

4.3 Consultation.

A. Consultation with the Chief of Police. The Chief of Police or his or her representatives shall meet with up to three (3) local PBA representatives or such other number as the parties agree, to discuss matters pertinent to the implementation or administration of this Agreement or any other mutually agreeable matters. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The University and the PBA understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

B. Consultation with Vice President. The appropriate vice president or his or her representatives shall meet with up to three (3) local PBA representatives, or such other number as the parties agree, to discuss matters pertinent to the implementation or administration of this Agreement or any other mutually agreeable matters. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The University and the PBA understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

C. If a consultation meeting is held during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

4.4 Bulletin Boards.

A. Where University Police Department (hereinafter "Department") controlled bulletin boards are available, the Department agrees to provide space on such bulletin boards for PBA use. Where bulletin boards are not available, the Department agrees to provide wall space for PBA purchased bulletin boards. The PBA shall also have the right to maintain or use at least one bulletin board per building where a substantial number of employees report for duty.

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

C. Posting must be dated and bear the signature of an authorized in-unit PBA representative.

4.5 Agenda, Rules and Employee Information Provided.

A. Upon written request of the PBA, the University will, on a semi-annual basis, provide a list of in-unit employees with the name, work address, classification title, gross salary, and date of hire for each employee.

B. The University shall provide the PBA with a copy of its personnel regulations or policies by posting them on the UWF Human Resources website: www.uwf.edu/ohr.

C. At least twenty (20) days prior to the adoption or amendment of any University personnel regulation which will change the terms and conditions of employment for in-unit employees, the University will provide notice to the PBA of its intended action, including a copy of the proposed regulation, a brief explanation of the purpose and effect of the proposed regulation, and the name of a person at the University to whom the PBA may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation). The PBA may provide written comments, concerns, or suggested revisions to the University contact person or request negotiations within twenty (20) days of receipt of the notice. The University will consider and respond in writing to the comments, concerns, and suggestions of the PBA within ten (10) days of their receipt by the University; such response will include the reasons for rejecting any suggested revisions.

4.6 Negotiations.

A. Parties and Location.

1. The PBA agrees that all collective bargaining is to be conducted with University representatives designated for that purpose by the President. There shall be no negotiations by the PBA at any other level.

2. Negotiations shall be held in Pensacola, Florida.

B. Negotiation Committee. The PBA may designate in writing no more than three (3) employees to serve on its Negotiation Committee and not more than two (2) employees to serve as alternates for Committee members who are unable to attend a negotiating session.

C. Negotiation Leave.

1. For each round of negotiations, one Committee member shall be granted time off with pay to attend negotiating sessions with the Board.

2. Committee members shall be credited with the number of hours spent in attendance at negotiations, not to exceed the number of hours in the employee's regular workday. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

3. Committee members shall not be reimbursed for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

4. The selection and attendance of any employee shall not impede the operations of the work unit.

Leave for Negotiating and Other PBA Activities

A. An alternate who is not substituting for an absent Committee member may request unpaid leave or accrued annual or compensatory leave for the purpose of attending negotiating sessions. Such leave shall not impede the operations of the University or be unreasonably denied.

B. Employees may request unpaid leave or accrued annual or compensatory leave for the purpose of attending PBA conventions, conferences, meetings, and negotiating sessions as long as such leave does not impede the operations of the University; such

requests shall not be unreasonably denied. When such requests are denied, the supervisor shall provide such denial in writing.

Article 5 GRIEVANCE PROCEDURE

5.1 Policy.

A. The University and the PBA encourage the informal resolution of employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible to the University representative who has authority to address the complaint. Such review and discussion should be held with a view to reaching an understanding that 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.

B. "Grievance" means a dispute filed with the University's Management Representative using Appendix C or D, as appropriate, concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted. All grievances must be filed within thirty (30) 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. The PBA may file a grievance in a dispute over a provision of this Agreement that confers rights upon the PBA.

D. "Management Representative" means an individual designated to hear grievances on behalf of the University.

E. A grievant who decides to use this Grievance Procedure shall, prior to the Step 1 meeting, choose whether to be represented by the PBA. A grievant shall not be represented by a PBA Representative who is in a supervisory or subordinate position to the employee in the University.

1. When the grievant has elected PBA representation, both the grievant and the PBA Representative shall be notified of the Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the grievant and the PBA Representative, and any decision agreed to by the University and the PBA shall be binding on the grievant.

2. If the grievant is not represented by the PBA, the Management Representative shall timely notify the PBA such that the PBA is given reasonable opportunity to be present at any meeting called for the resolution of such grievance. The processing of the grievance and any resolution will be in accordance with the terms of this Agreement.

3. The PBA shall not be bound by the decision of any grievance or arbitration in which the grievant was not represented by the PBA.

F. Except for suspensions, 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. Suspensions shall not be imposed until the final disposition of the grievance, if any, except where such suspension is made pending the outcome of a criminal investigation.

G. The resolution of a grievance prior to a written decision of an arbitrator shall not establish a precedent binding on the PBA, or the University.

H. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.

I. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

J. If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked.

K. Each grievance, request for review and arbitration notice must be submitted in writing on the appropriate form attached to this Agreement as Appendices C, D and E, respectively and shall be signed by the grievant. One Appendix C, D, and E may be filed in a grievance with more than one grievant, provided that the respective Appendix bears the signatures of all grievants. Grievances shall be considered filed upon date of receipt. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, a PBA representative may sign such forms for the grievant.

5.2 Procedures.

A. Step 1

1. An employee having a grievance shall file the applicable grievance form (Appendix C) at Human Resources within thirty (30) days following the occurrence of the event giving rise to the grievance. The grievance shall set forth the complete facts on which the grievance is based, the specific provision(s) of the Agreement allegedly violated, and the relief requested. The Chief of Police or designee shall schedule a Step 1 meeting between the grievant, the grievant's designated representative, grievant's supervisor, or other appropriate individuals. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Chief of Police or designee will proceed with processing the grievance and issuing a written decision, stating the reasons therefore, to grievant's or grievant's designated representative within thirty (30) days following the conclusion of the meeting, 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 University 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 has not received the written decision by the end of the thirtieth (30th) day following the conclusion of the Step 1 meeting.

B. Step 2 – Management Representative

1. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review (using Appendix D form) with the Step 2 Management Representative within thirty (30) days following receipt of the Step 1 decision by grievant or grievant's designated representative. 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 Step 2 Management Representative may have a meeting with the employee and/or the designated representative to discuss the grievance.

2. The Step 2 Management Representative shall issue a written decision to the grievant or grievant's designated representative, stating the reasons therefore, within thirty (30) days following the conclusion of the meeting

C. Step 3 - Arbitration.

1. If the grievance is not resolved at Step 2, the grievant or grievant's designated representative may appeal the Step 2 decision to Arbitration on a Notice of Arbitration form as set forth in Appendix E; this appeal shall be filed within thirty (30) days after receipt of the decision at Step 2. A grievant may appeal a grievance to Arbitration whether or not he/she was represented by the PBA at an earlier step.

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

3. The arbitrator shall be one person from a panel of seven (7) permanent arbitrators, mutually selected by the University and the PBA to serve for any case or cases submitted. If agreement is not reached on one or more of the seven (7) arbitrators within sixty (60) days following the signing or effective date of this Agreement, whichever is later, the parties may, by mutual agreement, request the Federal Mediation and Conciliation Service, American Arbitration Association, or the Florida Public Employee Relations Commission to provide a list of fifteen (15) arbitrators. The University and the PBA shall select the arbitrator(s) by alternately striking from the list until the required number of names remain. 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 5.2.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 Pensacola; however, selection of the site shall take into account the availability of evidence, location of witnesses, and existence of appropriate facilities.

6. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the University, the PBA, the grievant(s), and other employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

a. The arbitrator shall issue his/her decision not later than forty-five (45) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

b. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

c. The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issue(s) submitted.

d. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.

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

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement, or the provisions of applicable law, rules, or regulations having the force and effect of law; or

b. Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution, applicable law, rules, and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the provisions of this Agreement.

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

a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his/her regular rate of pay, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than thirty (30) 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, overtime, on-call, or other speculative compensation that 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. 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 fees and expenses.

10. The PBA will not be responsible for costs of an arbitration to which it was not a party.

5.3 Time Limits.

A. Failure to initiate a grievance within the time limits specified shall be deemed a waiver of the grievance. Failure at any Step of this procedure to submit a grievance to the next Step within the specified time limits shall be deemed to be acceptance of the decision at that Step.

B. Failure at any Step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant, or the PBA where appropriate, to proceed to the next Step.

C. The time limits specified in any Step of this procedure may be extended, in any specific instance, by written agreement.

D. Claims of either an untimely filing or untimely appeal shall be made at the Step in question.

E. In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in Section 2.3), the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

5.4 Exceptions.

A. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA or an employee to process a grievance (1) on behalf of any employee without his/her consent, or (2) with respect to any matter which is at the same time the subject of an action which has been filed by a grievant in another forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while a grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42, U.S. C. Section 2000 et seq.

B. The University and the PBA may mutually agree to waive Steps 1 and 2 of the grievance procedure in order to expedite the processing of a grievance.

Article 6

INTERNAL INVESTIGATIONS, JUST CAUSE, DISCIPLINARY ACTION AND SEPARATION WITH ADVANCED NOTICE

6.1 Policy. The University and the PBA endorse the principle of progressive discipline. 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.

6.2 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.

B. When a complaint of misconduct is made against an employee, the University will make every effort to ensure that the complaint, if verbal, and any statements regarding the complaint are reduced to writing, signed, and under oath. If the complaint is criminal in nature, the complaint and any statement received should also be under oath.

C. For the purpose of this section, "Interrogation" refers to a disciplinary investigation meeting in response to a complaint in which the information to be obtained from an employee by management at that meeting will be the basis for a decision as to whether to suspend or dismiss the employee. It does not include counseling sessions, meetings at which the employee is solely being advised of intended disciplinary action and offered an opportunity to explain why he/she should not be disciplined, or inquiries which may result in oral or written reprimands. If during the inquiry, it is concluded that more serious discipline is warranted, the inquiry will cease and the matter will proceed in accordance with internal investigation procedures. The employee has the right, upon request, to PBA representation at any such meeting.

D. When an employee is provided a written set of questions to which to respond or is interrogated concerning a complaint, the employee will be informed prior to such written questions being provided or prior to interrogation of the nature of the investigation and whether the employee is the subject of the investigation or a witness in an investigation. Where requested, an employee shall be given up to twenty-four (24) hours to respond to such written questions or to contact, consult with, or secure the attendance of a representative at the interrogation. If the employee is the subject of the investigation, the employee will also be informed of each complaint against him/her and will be permitted to review all written statements made by the complainant and witnesses immediately prior to the beginning of the investigative written questioning or interrogation. Pursuant to Section 112.533, Florida Statutes, the employee who is the-subject of the investigation shall not disclose the contents to anyone other than his/her representative or attorney until the investigation is complete.

E. Written questioning and interrogations shall be conducted in a professional, non-coercive manner.

F. The employee shall, upon request, receive a copy of his/her written or recorded statement at no cost. No recording or transcription of the investigative interrogation will be made without the knowledge of all participants present at the interrogation.

G. Upon the conclusion of the investigation by the Department, the employee who is the subject of an internal investigation shall be notified in writing of the disposition of the case. Such investigation shall ordinarily be completed within forty-five (45) days after the complaint is filed, unless circumstances necessitate a longer period. An investigation shall not exceed one hundred and twenty (120) days without the approval of the President or designee outside of the Department. The employee shall be notified in writing if an extension is authorized by the President or designee.

H. 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.

I. 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.

J. Non-sustained findings may not be inserted in personnel records or referred to in performance evaluations.

6.3 Just Cause.

A. Disciplinary actions administered to regular status employees may be taken only for just cause. An employee who has not attained regular status, by completing a position orientation year, shall not have access to the grievance procedure in Article 5 when disciplined.

B. Suspensions, Dismissals, Disciplinary Demotions, and Reductions in Base Pay for Disciplinary Reasons. If filed within thirty (30) days from the date of receipt of notice from the University, by personal delivery or by certified mail, return receipt requested, a complaint by an employee with regular status concerning a suspension,

dismissal, disciplinary demotion, or reduction in base pay may be grieved and processed through the Arbitration step, in accordance with the Grievance Procedure in Article 5 of this Agreement; however, in order to expedite the review of dismissal actions, such grievances may be filed at Step 2.

C. Written Reprimands.

1. Written reprimands shall be subject to the grievance procedure in Article 5, but only through Step 2.

2. Written reprimands shall not be used for purposes of progressive discipline, if the employee has maintained a discipline-free work record for at least two (2) consecutive years. Such written reprimands shall be marked “invalid for progressive disciplinary purposes due to a 2 year discipline-free work period” at any time after that two (2) year period, upon written request of the employee. However, such written reprimands can be used to show that an employee had knowledge of a concern or had previously been warned about an activity.

D. Oral Reprimands.

1. Oral reprimands shall be subject to the grievance procedure in Article 5 but only through Step 1.

2. Oral reprimands shall not be used for purposes of progressive discipline, if the employee has maintained a discipline-free work record for at least one (1) year. Such oral reprimands shall be marked “invalid” for progressive disciplinary purposes due to a 1 year discipline-free work period, anytime after the one (1) year period, upon written request of the employee. However, such oral reprimands can be used to show that an employee had knowledge of a concern or had previously been warned about an activity.

E. Notification to Employee. Each employee shall be furnished a copy of all disciplinary actions placed in the employee's official personnel file and shall be permitted to respond thereto.

F. PBA Representation. An employee may request that a PBA Staff Representative or Employee Grievance 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 suspension, dismissal, disciplinary demotion, or reduction in base pay of the employee is being considered.

6.4 Aspects of discipline not covered by this Agreement shall be governed by the University Employment Policies and University Regulations.

6.5 Separation With Advance Notice (SWAN)

A. An employee may be separated from the University without cause as long as he or she is provided with appropriate advance notice or payment in lieu thereof.

B. Decisions for separation with advance notice shall not be based on constitutionally impermissible grounds.

C. Advance notice of separation shall be given in writing to employees who began employment at the University before July 1, 2004 as follows:

1. Employees in their second year of employment with the University shall be given one hundred and twenty (120) days advance notice of separation.
2. Employees in their third year of employment or beyond with the University shall be given six (6) months or one hundred and eighty (180) days advance notice of separation.
3. Employees who completed two or more years of continuous service by January 1, 2000, shall be given twelve (12) months advance notice of separation.

D. Advance notice of separation shall be given, in writing, to employees who began employment at the University after July 1, 2004 as follows:

1. Employees in their second year of employment with the University shall be given sixty (60) days advance notice of separation.
2. Employees in their third year of employment or beyond with the University shall be given ninety (90) days advance notice of separation.

E. For employees hired after the effective date of this contract, the University may opt to pay an employee an amount equivalent to the salary he or she would have earned during the advance notice period in lieu of providing advance notice separation.

F. For employees hired before the effective date of this contract, the University, with the agreement of the employee, may pay an employee an amount equivalent to the salary he or she would have earned during the advance notice period in lieu of providing advance notice separation.

G. Employees may grieve a Separation with Advance Notice through Step 3.

H. Aspects of Separation with Advance Notice not set forth in this Agreement shall be governed by the University Employment Policies and University Regulations.

Article 7 LAYOFFS AND RECALL

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

7.2 Recall. When a vacancy occurs or a new position is established, laid off employees shall be recalled in accordance with the procedures contained in University Employment policy. Employees who are recalled after layoff will not have to complete another probation period or position orientation year.

Article 8 CHANGE IN ASSIGNMENT

8.1 Change in Assignment. An employee who has completed the position orientation year who meets all University eligibility requirements may apply for a change in assignment to a different position in the same class or a different shift at the University according to University procedures. Prior to filling a vacancy, except by demotion, the University shall consider the needs of the Department and applicable change in assignment requests. The hiring authority shall normally fill a bona fide vacancy with the

employee who has the greatest length of service in the class who is best qualified for the position and who has submitted a change in assignment request. If, however, the employee with the greatest length of service in the class is not selected for the vacant position, all employees who have requested a change in assignment who have a greater length of service than the individual selected shall be notified in writing of the University's decision, with a copy to the PBA. Except when agreed otherwise by the PBA and the University, the notification shall contain the reason(s) the less senior applicant was selected.

8.2 Involuntary Change in Assignment.

A. An employee may be required to reside within a reasonable distance of a work unit.

B. Nothing contained in this Agreement shall be construed to prevent the University, at its discretion, from effecting a change in assignment of any employee according to the needs of the University. However, it is understood that the University will make an effort not to effect any change in assignment which will impose a residency hardship on the employee (in that the employee must relocate his/her residence from a permanent home presently owned or cancel a rental lease extending more than three months). An employee shall, if practicable, be given a minimum of fourteen (14) days notice prior to the University effecting such change in assignment.

C. Nothing contained in this Agreement shall be construed to prevent the University from making a change in assignment of any employee during an official emergency or as otherwise required to meet unforeseen law enforcement needs.

8.3 Grievability. An employee complaint concerning administration of this Article may be grieved in accordance with Article 5 of this Agreement but only through Step 1. The initiation of a grievance claiming a residency hardship shall stay any required change in residence until final disposition of the grievance. In considering such a grievance, weight shall be given to the needs of the University against the hardship on the employee.

Article 9 PROMOTIONS

9.1 Policy. The filling of vacant positions should be used to provide career mobility for employees and should be based on the relative merit and fitness of the applicants. The University shall fill a vacant position with the applicant who, in its judgment, is most qualified to perform the duties as described in the class specification, position description, and other documents describing the position.

9.2 Promotional Exam.

A. A written exam will be required of all employees who wish to be considered for a promotion. Written exams will be based upon a job task analysis of the class of positions being tested and an assessment of the knowledge, skills, and abilities necessary to perform the requirements of the classes.

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

status no later than January 1 prior to the May exam, shall be eligible for the promotional exam.

C. An employee must submit a request to take the promotional exam to the University personnel/human resource office 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. If the request is for promotion to a position in the same University, the employee's eligibility for the class shall be made from information in the employee's personnel file. If the request is for a promotion to a position in another University, a University employment application form must be completed and sent with the employee's request for promotional consideration. In such cases, the employee's eligibility shall be determined by the University using this completed application.

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

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

G. No later than February 1st of each calendar year, the University shall furnish to those eligible employees whose exam requests are on file, a copy of the "NOTICE OF PROMOTIONAL EXAM" issued by the Exam Administrator. Only those employees whose names are furnished to the Exam Administrator will be eligible to take the promotional exam.

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

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

9.3 Promotional Lists.

A. If the University elects not to rank those employees who achieved a passing score solely on the basis of the written exam score, the University shall establish a promotional list that ranks the employees according to their relative merit and fitness for promotional vacancies in the class. In addition to the written exam score, the University may, at its discretion, use oral interviews, employee performance evaluations, and/or other criteria in establishing the University's final promotional list. If the University intends to use criteria other than the written exam, such criteria shall be included in the Notice of Promotional Exam referenced in Section 9.2G.

B. If the University uses oral interviews, it will provide the local PBA representative the names of the individuals to serve on the interview committee. Questions asked at an

oral interview will be limited to those that are clearly job related and the same questions shall be asked of all applicants.

C. Where an educational degree is a criterion pursuant to Section 9.3A., no less than two years notice shall be provided before such requirement is implemented. This provision applies only to those members employed at the time of the notice.

D. The University promotional list shall be effective July 1st of each calendar year. Names shall be retained on the promotional list for a period of one year. Time extensions of said list may be made only by the mutual consent of the University and PBA. When a list is established as a result of a special test being given pursuant to paragraph 9.2 I, it shall remain in force through June 30 of the following calendar year.

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

9.4 Method of Filling Vacancies.

A. Except where a vacancy is filled by demoting a law enforcement employee or by reassignment as defined in Article 8 of this Agreement, the only employees who may be considered for a vacancy shall be those having the highest five (5) numerical scores on the University's promotional list. However, the University shall have the discretion to fill a vacancy from only the highest five (5) numerical scores of current University employees contained on the University's promotional list.

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

Article 10 CLASSIFICATION REVIEW

10.1 Review of Assigned Duties.

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

B. When an employee alleges that the employee is being regularly required to perform duties which are not included in the employee's position description, and the duties assigned are not included in the class specification to which the position is allocated, the employee may request a review under the University Grievance Process for Employee Not Covered by a Bargaining Unit, through Step 1. The employee has the right to PBA representation at the complaint review meeting.

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

Article 11 PERSONNEL RECORDS

11.1 Personnel File.

A. There shall be only one official personnel file for each employee, which shall be maintained in the Central Human Resources office of the University unless a different location is approved by the Chief Executive Officer. 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 which are not filed in the official personnel file except as provided in Section 11.1.B.

B. The University and the PBA agree that counseling letters or memos are not discipline, and that such documents issued on or after July 1, 1999, shall be maintained only in the Department file.

C. 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.

D. Where the Chief Executive Officer, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document will be removed from the personnel file.

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

Article 12 HEALTH AND SAFETY

12.1 The University shall make every reasonable effort to provide employees a safe and healthy working environment. The University and the PBA agree to work cooperatively toward reducing job-related injuries and Workers' Compensation costs by encouraging improved safety measures.

12.2 Safety Committee. The PBA will name one employee to serve on the University-wide Safety Committee.

12.3 Employee Health and Safety.

A. When the University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University.

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.

12.4 Vehicles and Equipment.

A. Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the University. Marked patrol vehicles shall be equipped with the standard police package. The University shall use high visibility lights on University vehicles as dictated by University needs. When employees are required to drive scooters, golf carts, all-terrain vehicles, or other similar vehicles, such vehicles shall be operated in accordance with their stated warranty and the officer shall be properly trained in the operation of such vehicle.

B. Where the University has determined that an employee should be provided with a police baton, mace or OC spray, electric restraining device, taser or other such weapon as the University deems appropriate, such employee shall be properly trained by a certified instructor in its use. The University will provide training for employees when they are provided with new equipment.

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.

12.5 Firearms.

A. The University shall provide its employees with a semi-automatic firearm. The type of semi-automatic firearm shall be at the University's discretion. 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 guarantees that each employee is allowed to fire his/her firearm in an approved course at least once every six (6) months, at no cost to the employee. Such training shall be for the purpose of qualifying in the use of firearms.

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

Article 13 PERFORMANCE EVALUATIONS

13.1 Performance Evaluations.

A. Performance evaluations shall ordinarily be made by the employee's immediate supervisor who shall be responsible for the timely evaluation of the employee. The evaluation may be reviewed but shall not be changed by a higher level administrator. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the next higher level administrator.

B. The employee shall be provided with information regarding the basis of the evaluation. Performance ratings shall be based on an analysis of the employee's actual job performance. Numerical arrest, citation, or violation quotas will not be used as the principal basis for determining the overall level of rating for any employee and each employee will be evaluated without comparison to other employees.

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

D. Where an employee who has attained regular status in the class does not meet performance standards, the University shall develop a performance plan intended to correct performance deficiencies.

E. Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation which rates the employee as not meeting performance standards. If that meeting does not resolve the employee's concerns, the employee shall be granted, upon written request, a performance evaluation review conference with the Management Representative. These reviews shall ensure that the performance evaluation was not done in an arbitrary or capricious manner.

F. The employee may be removed from his/her class no sooner than sixty (60) days after receipt of the improvement plan if adequate improvement in performance is not made.

13.2 Grievability. A grievance may be filed only by an employee with regular status in his/her current class who is demoted or dismissed for an evaluation of not meeting performance standards pursuant to the provisions of Section 5.3.

Article 14 WORKDAY AND WORKWEEK

14.1 Workweek.

A. The University and the PBA understand and agree that the ultimate decision of employee shift schedule and work day length rests with the University.

B. The normal work period for each full-time employee shall be forty (40) hours in a seven (7) day period. The University may establish an alternate work period which shall not exceed eighty (80) hours in a fourteen (14) day work period. Prior to implementing such an alternate work period, the University shall provide the PBA with the proposed alternate work period and a list of those employees affected. The PBA may consult with the University over the proposed alternate work period. If consultation is requested, the University shall not implement the alternate work period until the parties have consulted.

C. When required hours of work exceed the approved work period (either forty (40) hours during a 7-day period, or eighty (80) hours during a 14-day pay period), the compensation for overtime worked shall be in the form of cash payment unless the employee and the supervisor agree that the employee be credited with compensatory leave.

D. An employee will be given fourteen (14) days notice of a change in the employee's work period, work hours or days off, except in an official emergency or to meet unforeseen law enforcement needs.

E. An employee who rotates to a different shift shall receive a minimum of two (2) shifts (16 hours) off between the end of the current shift assignment and the beginning of the new shift assignment, except when an emergency situation or staffing limitation does not permit.

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

14.3 Special Compensatory Leave.

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

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

14.4 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 approved work period (either forty (40) hours during a 7-day period or eighty (80) hours during a 14-day period), and a holiday(s) occurs or the employee uses sick leave in that work period, such employee will receive premium (time and a half) pay for working that event. However, use of annual leave, administrative leave, compensatory leave, and/or any other leave during the approved work period will result in the earning of special compensatory leave rather than premium pay. The hours for which premium pay is received shall not be counted as hours worked for the purpose of calculating overtime for the approved work period.

B. An employee reporting to a special duty event, described in Section 14.4.A, shall be guaranteed two (2) hours of premium pay if an event is canceled or concluded prior to the end of the two (2) hour period covered by the guaranteed pay provision. An employee's failure to adhere to the Department's procedures for determining the status of the event prior to reporting for such duty will cause the employee to lose eligibility for the guaranteed two (2) hours. If, after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed two (2) hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed two (2) hour period.

Article 15

ON-CALL ASSIGNMENTS, CALL-BACK, AND COURT APPEARANCES

15.1 On-Call Assignment. "On-call" assignment shall be defined as any time when appropriate management has instructed the employee, in writing, to remain available to work during an off-duty period. An employee who is so instructed shall be required to leave word where the employee may be reached by telephone or by other electronic signal device in order to be available to return to a work location on short notice to perform assigned duties.

15.2 On-Call Payment.

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

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

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

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

15.4 Court Appearances. If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall have the option to either accept the witness fee or be granted a minimum of two and a half (2½) hours which shall be counted as hours worked.

Article 16 LEAVE

16.1 Employees may be granted leave as provided in the University Employment policies. Bereavement leave workdays are defined as eight (8) hours per day.

16.2 Employees shall be entitled to the same holidays (eight (8) hours per day) as University Work Force employees, as set forth in University Rules and/or Regulations. When an employee works on a holiday, he/she will be credited with eight (8) hours special compensatory leave, regardless of the length of the shift. When a holiday falls on an employee's day off, he/she will be credited with eight (8) hours special compensatory leave, regardless of the length of the shift.

16.3 Job Related Disability Leave. Paid or unpaid job-related disability leave shall be in accordance with Chapter 440. F.S.

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

A. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with UWF Employment Policies.

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

C. If the University returns an employee to alternate duty, the University shall reassign the employee to his/her regular duties when the employee becomes medically able to perform such 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.

Article 17 LEARNING OPPORTUNITIES

17.1 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.

17.2 Tuition Waiver Program. The University shall make available to employees the Tuition Waivers that are available to University Work Force employees in accordance with the applicable University policy.

17.3 Health and Fitness Program. The University shall consult with the PBA prior to implementing a mandatory health and fitness program for employees. Such consultations shall not constitute a waiver of the PBA's right to negotiate concerning changes in terms and conditions of employment.

Article 18 DUES DEDUCTIONS

18.1 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 Northwest Chapter of PBA to the University, from employees' pay for those employees who individually make such request on the deduction form provided by the PBA included as Appendix B. Such deductions will be made by the University when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the University.

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

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

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

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

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

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

18.3 Termination of Deduction. Deductions for PBA dues and other authorized deductions shall continue until either: 1) revoked by the employee by providing the University and with thirty (30) days written notice that the employee is terminating the prior check-off authorization; 2) revoked in accordance with Florida law; 3) the termination of employment; or 4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, the PBA shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

18.4 Indemnification. The PBA shall indemnify, defend, and hold the University, the University of West Florida Board of Trustees, the Board of Governors, 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 in complying with this Article. The PBA shall promptly refund to the University any funds received in accordance with this Article that are in excess of the amount of dues and other authorized deductions which the University has agreed to deduct.

Article 19

CONFLICT OF INTEREST AND OUTSIDE ACTIVITY

19.1 Outside Employment - General.

A. On the effective date of this Agreement, any employee who is performing employment outside of the University shall notify the University, in writing in accordance with the applicable HR policy, of such employment. If the employment has not been previously approved, it shall be subject to the provisions of paragraph 19.1B.

B. If an employee anticipates accepting employment outside of the University, the employee shall notify the University 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, rules, regulations, or policies. Should such conflict(s) exist, the outside employment shall not be approved.

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

19.2 Outside Employment - Police Employment.

A. Outside police employment shall be limited to off-duty police employment on any property or in any facilities that are under the guidance, supervision, regulation, or control of the University, in accordance with the provisions of Section 1012.97, F.S. Employees engaged in, or anticipating, outside police employment shall seek permission in writing from the University. Such decision will be in accordance with the policy established by the University on such matters. Approval for such outside employment shall not be unreasonably withheld and will be granted if it:

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

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

C. An employee's complaint concerning the denial of an outside employment request shall be grievable up to Step 1.

19.3 Reimbursement of Costs. All mileage placed on a University automobile in outside police employment shall be paid for by the employee at the mileage rate established in Section 112.061, Florida Statutes.

Article 20
UNIFORMS AND EQUIPMENT

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

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

A. Gun belt, either 2 1/4 inches or 3 inches, as appropriate for the individual employee;

B. Firearm safety (snatch resistant) holster; and,

C. Three (3) magazines and an approved case for spare ammunition.

20.3 Uniform Maintenance and Shoe Allowance. The University will provide employees who are furnished and required by the University to wear a uniform, a uniform maintenance allowance in the amount of \$450.00 unless laundry and dry cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of \$150.00 annually, unless shoes are furnished by the University.

20.4 Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of \$ 400.00 and a shoe allowance in the amount of \$150.00 annually, unless shoes are furnished by the University.

Article 21
TRAVEL EXPENSES

Emergency Travel. 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 22
WAGES

22.1 General Increases:

A. Each eligible employee shall receive any increases appropriated for that purpose by the Florida Legislature for 2006-2007.

B. Eligible employees are all employees other than those who 1) have a current performance evaluation of "below" or "needs improvement" 2) have received a Separation with Advance Notice 3) are not in pay status on the date specified in the legislative appropriation or if it is not specified by the legislature, on the date specified by the University. If an employee has a current performance evaluation rating of "below" or "needs improvement" in effect on the date of the annual salary increase, the employee may receive an increase if provided by the Legislature to such employees. Such delayed

increase shall be effective on the date of that performance evaluation and shall not be retroactive.

22.2 Salary Increase Upon Promotion. An employee promoted pursuant to Article 10 shall receive an increase of ten percent (10%).

22.3 Merit Increases for Performance. Employees may be eligible to receive a pay increase based on performance utilizing the same criteria applied to University Work Force employees.

22.4 Additives for Special Assignments. The University may provide salary additives to employees selected for special assignments such as Field Training Officer. Prior to implementing such additives, the University shall provide the PBA with the policy including criteria and compensation, for such additives. The PBA may consult with the University prior to the implementation of the additives.

Article 23 BENEFITS

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

23.2 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.

23.3 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, subject to University rules 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 Section 240.235(3), 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.

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

- A. Upon promotion, a framed certificate certifying the promotion;
- B. Awards for bravery and outstanding service;
- C. Service awards through the use of framed certificates, patches, or pins recognizing years of service with the University, specifically recognizing fifteen (15), twenty (20), and twenty-five (25) years of service; and
- D. Upon normal retirement, an identification card and badge reflecting a one “military grade” honorary promotion.

23.5 Wellness Program.

The University and the PBA recognize the benefits of wellness programs. Prior to implementing any new wellness program for law enforcement officers, the University will consult with the PBA regarding the proposed wellness program. If the parties cannot reach an agreement, any portion of the proposed program that represents a change in terms and conditions of employment would then be subject to collective bargaining prior to implementation.

**Article 24
SENIORITY**

24.1 Definition. For the purpose of this Article, “seniority” shall be defined as continuous service in the job classification; provided, however, that any unauthorized absence for three (3) or more consecutive days shall be considered a break in service.

24.2 Seniority Application. Except under extraordinary circumstances, vacations, shifts, shift transfers, and regular days off shall be scheduled with due regard for the needs of the University, seniority, and employee preference. The University and the PBA understand that there may be times when the needs of the University will not permit such scheduling.

24.3 Vacation and Holiday Leave. Where practicable, leave of forty (40) contiguous hours or more, or for holidays requested, shall be requested at least sixty (60) days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision, nothing shall preclude the University from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

**Article 25
GROOMING STANDARDS**

25.1 Haircuts will conform to the following standards: Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. The hair of uniformed female members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair must be worn up in a neat, stylish manner that permits the wearing of the hat. Conspicuous barrettes, pins, or combs will not be worn.

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

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

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

Article 26 REPLACEMENT OF PERSONAL PROPERTY

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

26.2 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 of Police 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 of Police. Approval shall not be unreasonably withheld.

Article 27 NO STRIKE

27.1 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.

27.2 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 28 PREVAILING RIGHTS

28.1 All pay and benefits provisions published in the University Employment Policies which cover employees and which are not specifically provided for or modified by this Agreement or by the Legislature shall be in effect during the term of this Agreement.

28.2 Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by the University Employment Policies, or other appropriate administrative or judicial remedy.

Article 29 MANAGEMENT RIGHTS

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

Article 30 TOTALITY OF AGREEMENT

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

30.2 The University and the PBA, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, 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.

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

Article 31 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 32
DURATION

32.1 This Agreement shall be effective upon ratification by both parties and shall remain in full force and effect through the thirtieth day of June, 2009 with the exception that the following shall be subject to renegotiation for the 2007-2008 year.

- A. Wages (Article 22)
- B. Benefits (Article 23)
- C. Up to two (2) additional articles chosen by each party.

Such renegotiations shall begin no later than March 1, 2007.

32.2 Negotiations for a successor Agreement shall begin no later than October 1, 2008. 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.

APPENDIX A
PBA REPRESENTED CLASSES

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. 1443:

All law enforcement officers of the University of West Florida certified pursuant to Chapter 943, Florida Statutes, in the following classifications: Law Enforcement Officer and Law Enforcement Corporal.

CLASS CODE

8515

8517

CLASS TITLE

Law Enforcement Officer

Law Enforcement Corporal

**APPENDIX B
UNIVERSITY OF WEST FLORIDA
PBA DUES DEDUCTIONS AUTHORIZATION**

I, _____
(Full Name - Print) (Social Security Number)

an employee of the University Police Department direct the University, to deduct from my regular biweekly or monthly 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 indicated.

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 and to continue said deduction until: 1) revoked by me at any time upon 30 days written notice to the University, 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.

Law Enforcement					(Check One Only)	
Unit	Option:	A	B	C	D	E
Payroll Deduction Code 0678		—	—	—	—	—

MY SIGNATURE HEREON IS AUTHORIZATION FOR THE UNIVERSITY OF WEST FLORIDA TO RELEASE MY SOCIAL SECURITY NUMBER IN REPORTING DUES DEDUCTIONS.

Date: _____ Signature: _____

Distribution of Copies:

Original: University
Copy: Association

APPENDIX C
UNIVERSITY OF WEST FLORIDA
STEP 1 GRIEVANCE FORM
PBA

This grievance form must be filed with Human Resources. This grievance was received and filed with the University Human Resources by (CHECK ONE):

_____ MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); OR
_____ PERSONAL DELIVERY. *Personal Delivery requires signature of recipient.*

Received by _____ Date _____

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

GRIEVANT NAME: _____ Off. Tel. No. _____

DEPT/DIV: _____

GRIEVANT'S DESIGNATED REPRESENTATIVE NAME: _____ Off. Tel No. _____

DEPT/ DIV: _____

OFFICE ADDRESS: _____

All University communications shall go to the Grievant's Designated Representative at the above address.

STATEMENT OF GRIEVANCE -- must cite the specific Articles and Sections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations:

REMEDY SOUGHT:

(See page 2 for additional requirements)

III. 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 OF THE 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.)

The Step 1 decision shall be transmitted to Grievant's Designated 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 grievant elected not to be represented by PBA.

APPENDIX D

UNIVERSITY OF WEST FLORIDA

STEP 2 GRIEVANCE FORM
PBA

This grievance form must be filed with Human Resources. This grievance was received and filed with the University Human Resources by (CHECK ONE):

MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); OR
 PERSONAL DELIVERY. *Personal Delivery requires signature of recipient.*

Received by _____ Date _____

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

GRIEVANT NAME: _____ Off. Tel. No. _____

DEPT/DIV: _____

GRIEVANT'S DESIGNATED REPRESENTATIVE NAME: _____ Off. Tel No. _____

DEPT/ DIV: _____

OFFICE ADDRESS: _____

All University communications shall go to the Grievant's Designated Representative at the above address.

STATEMENT OF GRIEVANCE -- must cite the specific Articles and Sections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations:

REMEDY SOUGHT:

(See page 2 for additional requirements)

III. 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 OF THE 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.)

The Step 2 decision shall be transmitted to Grievant's Designated 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 grievant elected not to be represented by PBA.

APPENDIX E
UNIVERSITY OF WEST FLORIDA
NOTICE OF ARBITRATION
PBA

This Notice shall be filed with Human Resources. This Notice was received and filed with the University Human Resources by (CHECK ONE):

_____ **MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); OR**
_____ **PERSONAL DELIVERY. *Personal Delivery requires signature of recipient.***

Received by _____ **Date** _____

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

The Police Benevolent Association (PBA) hereby gives notice of its intent to proceed to arbitration in connection with the decision of the University dated _____ and received by the Grievant's Designated Representative on _____ in the grievance of:

NAME: _____

University 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 the University or its representatives to use, during the arbitration proceedings, copies of any materials in my personnel file pertinent to this grievance and to furnish copies to the arbitrator.

Signature of Grievant(s) Date

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

For the PBA Date For the UWF Date

This notice should be sent to: University of West Florida
Human Resources Building 20 E

For the PBA Date For the UWF Date

Agreement between The University of West Florida
and
The Florida Police Benevolent
Association, Inc.

Certification Number 1443
Law Enforcement Unit

SIGNATURE PAGE

In WITNESS THEREOF, the parties have set their signature to this document.

FOR THE UNIVERSITY OF WEST FLORIDA

John C. Cavanaugh, President
University of West Florida

Date

Anita Schonberger, Chief Negotiator
University of West Florida

Date

FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.
UNIVERSITY OF WEST FLORIDA

A.J. Hanks, Representative
The Florida Police Benevolent Association, Inc.

Date

Tom Klein, Chief Negotiator
The Florida Police Benevolent Association, Inc.

Date

Agreement between The University of West Florida
and
The Florida Police Benevolent
Association, Inc.

Certification Number 1443
Law Enforcement Unit

RATIFIED BY

FOR THE UNIVERSITY OF WEST FLORIDA
BOARD OF TRUSTEES

K.C. Clark, Chairman,
University of West Florida
Board of Trustees

Date

FOR THE FLORIDA POLICE
BENEVOLENT ASSOCIATION, INC.

A.J. Hanks, Representative
The Florida Police Benevolent Association, Inc.

Date