

2020 – 2023

University of South Florida





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Further, the University shall not discriminate against any employee on the basis of race, sex, religion, national origin, age, veteran status, disability, marital status, genetic information, sexual orientation or gender identity and expression, nor shall the University or the PBA abridge any employee rights related to union activity granted under Chapter 447, Florida Statutes.

more than two (2) such representatives shall have the right to receive such permission at any one time. Further, the University shall not discriminate against any employee on the basis of race, sex, religion, national origin, age, veteran status, disability, marital status, genetic information, sexual orientation or gender identity and expression, nor shall the University or the PBA abridge any employee rights related to union activity granted under Chapter 447, Florida Statutes.

#### Article 4 Discrimination

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

B. Sexual harassment is a form of sex discrimination. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment if submission to such conduct is made either explicitly or implicitly a term or condition of 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 creates an offensive working environment.

C. The PBA shall have the right to consultation issues of discrimination including sexual harassment as described in Article 4.

#### Article 5 Grievance Procedure

5.1 A grievance shall be defined as any difference, dispute or complaint regarding the interpretation of the terms of this Agreement, provided however that employees on the PBA shall not be eligible to file grievances regarding pending investigations, unless a specific term of this Agreement has been violated.

5.2 All grievances filed shall refer to the specific section of this Agreement upon which the grievance is based and shall not waive or constitute an admission of the facts alleged to support the grievance. Grievances shall

### 5.3 Grievance Process.

A. The parties recognize the benefits of open communication regarding differences, disputes or complaints.

Moreover, is encouraged to meet with his or her lieutenant or in the absence of a lieutenant the \_\_\_\_\_ That the \_\_\_\_\_





1 The arbitrator has the sole and exclusive power of authority to make any decisions.....

with respect to subcontracting or providing services or functions in any way.....

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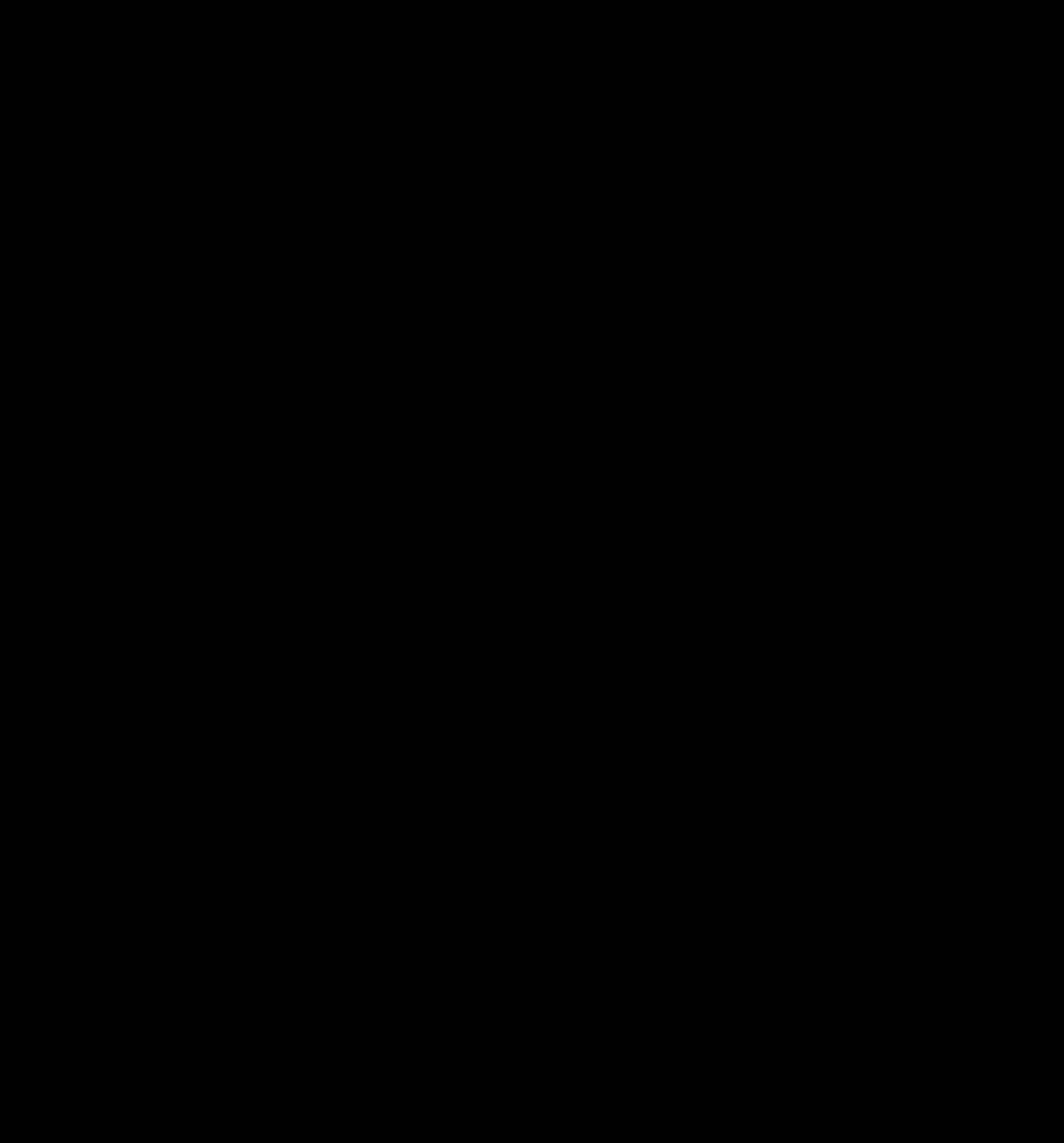
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## 5.6 Exemptions



K. If, as the result of an internal investigation an employee's conduct is unbecoming an officer of this agency, the charge shall be specific in its allegations and shall describe the conduct which is the basis of the charge.

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

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

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

B. Improper Conduct (Censured) The allegation is true, but the actions of the employee were not consistent with University Police Department policy.

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

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

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

The discipline resulting from investigations will be placed in the employee's personnel file.

Statements made by the complainant, the officer, the PBA, nor any member of the Department shall be made public.

Third party complaints that allege criminal conduct and are the result of an investigation, substantial and credible evidence which proves that the charges are false, and no evidence may be submitted to the University of South Florida Police Department.

This section shall apply to any complaint filed by a person who is not a sworn employee of the University of South Florida Police Department.

### Article 7

### Discipline

7.1 The University and the PBA encourage to the fullest degree, employee behavior which is positive and supportive.

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

Nothing herein shall prevent the University from requiring the repayment of sums due to the University.

Disciplinary action may include:

A. Oral Reprimand

B. Written Reprimand

C. Suspension – At the discretion of the Police Chief and with the concurrence of the Director of Human Resources, employees may have a suspension held in abeyance until the grievance process is concluded.

D. Demotion

E. Dismissal

F. In the event that the University plans to establish other progressive or positive discipline programs, the PBA shall be notified and provided an opportunity to discuss the matter.

G. The University may establish an Educational Program. The goal of such a program would be to alter and correct negative behavior by improving performance through education and training.

This program may be used in conjunction with traditional discipline.

7.3 The Chief (or designee) shall consult with the Director, Human Resources (or designee) on disciplinary matters.

Disciplinary action resulting in loss of pay or benefits: An employee will be advised in writing of the reasons for any of such

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## Article 9

### Change in Assignment

9.1 An employee with permanent status in the current class who meets all University eligibility requirements may apply for a change in assignment to a different position in the same class or a different class having the same pay range maximum, a different work unit or a different shift at the University according to University procedures.

When a vacancy exists in a position, the University shall offer the position to the employee who has submitted an applicable change in assignment request.

The hiring authority shall normally fill a non-ade vacancy based on an employee's seniority, skills, knowledge, experience, performance and training. Any training or experiential opportunities specifically related to the vacancy shall be offered on a competitive basis based upon the factors listed above.

### 9.2 Involuntary Change in Assignment:

employees who are currently employed in the same position as the position for which they are applying for the promotional exam, shall be



Employees who are currently employed in the same position as the position for which they are applying for the promotional exam, shall be

Department no later than the first

writing by the Department of their eligibility or ineligibility for the class(es) to

D. Employees will be notified in writing of the results of the exam no later than the date on which he/she applied for promotion

The Exam Administrator to notify the Human Resources Department and the Chief of Police no later than January 15 of each calendar year regarding the date(s) of the exam; the city(ies) where the exam will be administered; the major categories to be covered by the exam; the bibliography of

E. The University shall require the Chief of Police no later than January 15 of each calendar year regarding the date(s) of the exam; the city(ies) where the exam will be administered; the major categories to be covered by the exam; the bibliography of



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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.

The University reserves the right to require an optional physical fitness program provided that it is consistent with the existing physical fitness standards used in the process of screening candidates for employment. Full transition into such a program will not occur in less than two (2) years from date of notification. However, in those two (2) years employees can prepare to meet the standards on the implementation date.

### 13.4 Official Vehicles and Equipment:

University vehicles used by employees, whether owned by the University or not, shall be maintained in a safe operating condition by the University. Marked patrol vehicles shall be equipped with cages and newly purchased vehicles shall include the standard police package. The University shall use high visibility lights on all University vehicles as dictated by University needs. Each marked patrol vehicle will be outfitted according to the standards as stated in the Department of St. Petersburg Department General Orders as applicable. When employees are required to drive scooters, mopeds, golf carts, all-terrain vehicles, or other similar vehicles, such vehicles shall be maintained in accordance with their stated warranty and the officer shall be properly trained in the operation of such vehicle.

Where the University has determined that all sworn employees shall be provided with a police patrol vehicle, all sworn employees shall be properly trained by a certified instructor in usage.

The University shall provide its employees with custom fitted bullet resistant vests. Vests shall be replaced when they are worn or damaged. The University shall require the wearing of the Vest.

Equipment issued to officers in furtherance of the performance of their duties shall be accounted for and maintained in a clean and orderly manner. Any equipment lost or damaged due to negligence, carelessness, or reckless behavior as determined by the University, shall be replaced and/or repaired by the officer for a portion of said cost. If the repair or replacement costs exceed this value the officer will be responsible for the costs not to exceed \$1,000.

### 13.5 Firearms:

A. The University shall provide its employees with a semi-automatic firearm. The type of firearm shall be at the University's discretion.

For employees who are not range qualified in a semi-automatic firearm, the University will provide a firearm for which the employee is range qualified. Each officer's firearm will be inspected by a certified armorer at least once yearly to insure the safe operation of the weapon.

B. If an officer or employee shall be issued a firearm, the officer or employee shall receive training in the use of the firearm at least once every year at no cost to the employee. Such training shall be for the purpose of qualifying in the use of firearms.









19.4 Indemnification. The PBA shall indemnify, defend, and hold the University, the State of Florida, and their officers, or liability (monetary or otherwise), and for: \_\_\_\_\_ officials, agents, and employees harmless against any claim, demand, suit,



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

the individual:

mazines and an approved case for spare ammunition;

a case for uniform, a case for extra gloves and a case for radio and radio case.

A. Gun belt, 3 1/4 inches in size as appropriate for

B. Firearm and level two (2) retention holster; three (3) mag and,

ess amounts and case, pepper spray and belt keepers.

The University will provide employees who are furnished and required

21.3 Uniform Maintenance and Shoe Allowance

Shoes. A uniform maintenance allowance in the amount of \$302.00 annually, 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 \$172.50 annually, unless shoes are furnished by the University.

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

## Article 22

### Travel Expenses

22.1 In advance of travel, the University will attempt to arrange for payment of lodging and air travel expenses. Meals and other reimbursable expenses will be paid within forty (40) days

of submission of expense receipts and other documentation necessary to process reimbursement. All sworn law enforcement officers will be eligible to apply for a corporate travel card program available through the University.

## Article 23

### Wages

23.1 Effective on the first pay period following the date of the 2020 ratification of this Agreement by the Board of Trustees the University will provide a one and one-half percent (1.5%) increase to bargaining unit employees who, on the

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D. Upon normal retirement, an identification card and badge reflecting a one "military grade" honorary promotion.

## Article 25

### Seniority

25.1 Definitions: Seniority shall be defined as follows:

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

B. Classification seniority is the total length of continuous service in the job classification and shall be based upon departmental seniority. If an employee is promoted to a higher classification, seniority will be based upon departmental seniority.

## Article 27

### Replacement of Personal Property

27.1: **Definition of Personal Property**  
Personal property as have been given prior  
from the duties of the position, will be  
the worker's responsibility to replace or

within the scope of employment, which are items within the scope of equipment  
of the employee's watch or prescription eyewear, or such other items of personal  
approval by the University as being required by the employee to adequately perform  
the duties of the position. Items of personal property are those items which are used in the  
circumstances under which such property was damaged or destroyed.

#### 27.2: Specific Reimbursement Allowances and Approvals

## Article 30

### Management Rights

The University shall have the right to determine the purpose, objectives, policies, programs, procedures, practices, methods, means, equipment, and operations; 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 just cause, and take such other action as it may deem necessary to discharge its employees from duty because of lack of work or for other reasons not prohibited by the express provisions of this Agreement, provided, however, that the exercise of such rights shall not preclude an employee from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

determine unilaterally the purpose of the University 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 just cause, and take such other action as it may deem necessary to discharge its employees from duty because of lack of work or for other reasons not prohibited by the express provisions of this Agreement, provided, however, that the exercise of such rights shall not preclude an employee from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

## Article 31

### Totality of Agreement

The negotiations which resulted in this Agreement, each party hereto, the University and PBA, acknowledge that during the course of such negotiations, the University and PBA have bargained in good faith and that all of the understandings and agreements arrived at between the parties for its duration are set forth in this Agreement and that it shall constitute the entire and sole Agreement between the parties.

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

## Article 32

### Savings Clause

Any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforceable by any governmental body, court action or by reason of any existing or subsequently enacted legislation, or if the appropriate governmental body fails to enact or adopt an enabling amendment to make the provision effective in accordance with Section 111 of the Michigan Constitution, the provision shall nevertheless remain in full force and effect.









