
Collective Bargaining Agreement

between

**THE UNIVERSITY OF NORTH FLORIDA
BOARD OF TRUSTEES**

and

**THE COASTAL FLORIDA
POLICE BENEVOLENT ASSOCIATION, INC.**

July 1, 2017 - June 30, 2020

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PREAMBLE

THIS AGREEMENT is entered into between THE UNIVERSITY OF NORTH FLORIDA, BOARD OF TRUSTEES, hereinafter referred to as the “TRUSTEES” or the “UNIVERSITY” and COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as the “CFPBA.” It is the intent and purpose of this AGREEMENT to assure sound and mutually beneficial working and economic relationships between the parties hereto; to provide a full agreement between the parties concerning rates of pay, wages, hours of employment, and any other terms or conditions of employment; and to provide a peaceful means of resolving any differences or disputes which may arise. There shall be no individual arrangement or agreement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement.

ARTICLE 1
RECOGNITION

The University recognizes the CFPBA as the exclusive bargaining representative for all employees in the job classifications included in PERC Certification No. 1818. All other persons specifically excluded by the aforementioned certification shall not be included in the bargaining unit and shall not be covered by the terms of this Agreement. The bargaining unit covered hereunder includes all law enforcement officers employed by the University of North Florida certified pursuant to Chapter 943, Florida Statutes, in the following classifications: law enforcement officer, law enforcement sergeant, and law enforcement investigator.

ARTICLE 2 DEFINITIONS

The terms used in this Agreement are defined as follows:

2.1 “Conflict of Interest” shall mean

- (a) Any conflict between the private interests of the employee and the public interests of the University or the State of Florida, including conflicts of interest specified under Florida Statutes, or
- (b) Any activity which interferes with the full performance of the employee’s professional or institutional responsibilities or obligations.

2.2 “Outside Activity or Employment” shall mean any private practice, private consulting, teaching, research, or other activity, employment, or business, compensated or uncompensated, which is not part of the employee’s assigned duties and for which the University has provided no compensation.

2.3 “Employee” means an individual working in a classification covered by this Agreement as defined in Article 1.

2.4 “Days” means calendar days, excluding nationally observed holidays.

2.5 “Director” means the Director, Safety and Security of the University Police Department; unless otherwise specified.

2.6 “Department” means the University Police Department.

2.7 “Regular” status is earned by an employee in a class, after successfully completing the specified probationary period for that class, which provides the employee with rights to remain in the class or to appeal adverse action taken against the employee while serving in the class. Once attained in any USPS class, regular status is retained throughout continuous employment in the USPS.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 The CFPBA agrees that the UNIVERSITY has, and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of the UNIVERSITY and each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also 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. However, the exercise of such rights shall not preclude an employee or employee representative from raising a grievance should a decision on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

3.2 If it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the UNIVERSITY during the time of the declared emergency, provided that wage rates, overtime, and other monetary benefits shall not be suspended, and provided further that any disciplinary action shall be open to the grievance process at the end of the declared emergency in accordance with the provisions of this Agreement.

**ARTICLE 4
NO STRIKE**

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

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

4.3 The CFPBA recognizes that the University, the Department, and the employees covered hereunder are responsible for and engaged in activities which are the basis for the safety and health and welfare of the University's students, employees, and citizens on campus and that, therefore, any violation of the Article would give rise to irreparable damage to the University and the public at large. Should there be any violation of this Article, the CFPBA shall take prompt action to help remedy the situation.

ARTICLE 5
CFPBA REPRESENTATIVES

5.1 The University agrees that the CFPBA Staff Representative and/or his/her designated representative shall have access to the University/Department premises during working hours to review working conditions, investigate and/or process grievances, or conduct any other official CFPBA business, except where prohibited by law, and provided that such access does not interfere with an employee's duties or any other aspect of Departmental operations.

5.2 The University shall recognize the following CFPBA Representatives and Alternate CFPBA Representatives to represent bargaining unit employees:

- (a) Representative
- (b) Alternate Representative -- One (1) per shift

A written list of the CFPBA Representatives and Alternate CFPBA Representatives shall be furnished to the University designee prior to the effective date of the Representatives assuming their duties. The University will also be notified of any subsequent changes to the Representative positions. No CFPBA Representative will be recognized by the University unless such written notification was presented prior to the Representative assuming his/her duties.

5.3 The function of the Alternate CFPBA Representative is to substitute for the Representative in the exercise of the duties set forth in 5.4 below if the Representative is absent or otherwise unavailable due to leave, training, work assignment, or other operational needs. Where the Alternate CFPBA Representative substitutes for the CFPBA Representative, he shall be afforded the same rights and responsibilities as a CFPBA Representative.

5.4 Either the CFPBA Representative or Alternate CFPBA Representative shall be permitted to investigate and process formal grievances under the grievance procedure herein while on duty, provided that this activity does not interfere with the CFPBA Representative's duties as an employee or any other aspect of Departmental operations. The CFPBA Representative, and no more than one (1) Alternate CFPBA Representative, may attend a grievance meeting while on duty.

5.5 The CFPBA President or designee of record will be the official spokesman in all contractual matters. With regard to any subject other than collective bargaining (i.e., the resolution of grievances, etc.) the CFPBA President or designee, will be the official spokesman for the CFPBA in a any matter between the CFPBA and the University.

ARTICLE 6
DUES DEDUCTIONS / CHECK OFF

6.1 The University agrees to payroll deduct CFPBA dues/uniform assessments from employees' wages on a biweekly basis from the wages of any employee who has sufficient payroll earnings to cover dues and other authorized deductions, and who maintains with the University a properly signed authorization card for such deductions (Appendix A). The CFPBA will keep the University informed of its membership and current dues/assessment structure.

6.2 The University will submit said deductions to the CFPBA on a monthly basis within twenty (20) days after each succeeding second biweekly payroll deduction each month, or as soon as practicable thereafter.

6.3 The CFPBA will indemnify and hold the University harmless from and against any claims made, and against any suit instituted against the University, arising from any check-off of CFPBA dues/uniform assessments, and/or the University's involvement in the administration of the process.

ARTICLE 7
RULES AND REGULATIONS

7.1 The University will provide the CFPBA with a copy of any proposed, new or amended rule, regulation, policy, or procedure which may impact any term or condition of employment. In the event the CFPBA objects to any such proposed, new or amended rule, regulation, policy, or procedure, it will, within ten (10) days of receipt, contact the Director and provide written notice of its objection including written comments, concerns, or suggested revisions. The University will, within ten (10) days of receipt of the CFPBA's objections, consider and respond in writing to the comments, concerns, or any suggested revisions. The CFPBA may also use the consultation process to discuss any objections to any proposed, new or amended rule, regulation, policy, or procedure which may impact any term or condition of employment. The University agrees to make a good faith effort not to create or amend any policy or procedure that will intentionally conflict with any provisions of this Agreement. In the event the above process is unsuccessful in addressing the CFPBA concerns, the CFPBA may request negotiations.

7.2 All written directives issued by the University that are in conflict with the terms and provisions of this Agreement shall be reissued so that no conflict exists between the written directive and the terms or provisions of this Agreement.

ARTICLE 8 BULLETIN BOARDS

8.1 The University shall provide a bulletin board in the Roll Call room for the posting of CFPBA notices and/or other official CFPBA information. The bulletin board will be designated for official CFPBA business only and not for solicitation purposes. The bulletin board will not exceed 36 inches by 24 inches and must be reasonably consistent with the décor of the building. The CFPBA may provide a locked bulletin board which will comply with this provision.

8.2 The CFPBA agrees that all information posted on the bulletin board shall be dated and on CFPBA letterhead. The CFPBA Representative shall be responsible for reviewing information posted on the bulletin board no less than once every thirty (30) days and shall remove information which is no longer relevant.

ARTICLE 9
LABOR MANAGEMENT COMMITTEE

9.1 Upon ratification of this agreement, a Labor Management Committee shall be formed. The purpose of this committee shall be to discuss problems and objectives of mutual concern. The Labor Management Committee shall be advisory in nature, shall not be a substitute for collective bargaining, and shall not address issues involving grievances.

9.2 The Committee shall be composed of not more than two (2) designated representatives of each party.

9.3 Meetings shall be scheduled at the request of either party, but not more frequently than once a month.

9.4 All reasonable attempts will be made by the parties to conduct the meetings on an agenda basis. An agenda shall be posted, listing items to be discussed by the parties, not less than twenty-four (24) hours prior to the scheduled meeting. Requests for discussion of specific items should be submitted to the Committee forty-eight (48) hours prior to the scheduled meeting time.

9.5 One member of the Committee shall be designated as Secretary, for purposes of recording all matters discussed at the meetings. Minutes will be posted on the Department bulletin board.

ARTICLE 10
WAGES

10.1 Across the Board Increase.

A. Eligibility. An eligible bargaining unit employee is one who was hired by and on payroll status in a budgeted position as of July 1, 2019 and continues to be employed with the University as of the date of ratification. Employees who are on a performance improvement plan (PIP) are not eligible for the pay increase.

B. Amount Fiscal Year 2019-2020. Effective the next available pay period after date of ratification by UNF-BOT, each eligible bargaining unit employee shall receive an eight percent (8%) increase to their July 1, 2019 base rate of pay. In the second available pay period after date of ratification by UNF-BOT, each eligible bargaining unit employee shall receive a one-time lump sum payment representing the amount of salary increase for the period of July 1, 2019 through the pay period prior to the date of processing. This one-time lump sum payment will be subject to FRS retirement earnings and will be calculated on an individual basis.

C. Amount Fiscal Year 2020-2021. Effective July 1, 2020, each eligible bargaining unit employee hired by and on payroll status in a budgeted position as of June 30, 2020, shall receive a four percent (4%) increase to their July 1, 2020 base rate of pay. In the event the University does not receive new base funding to fund the entire four percent increase for contract year 2020-2021, the bargaining unit members will receive an increase of 3% and the salary article may be re-opened for negotiations.

D. Amount Fiscal Year 2021-2022. Effective July 1, 2021, each eligible bargaining unit employee hired by and on payroll status in a budgeted position as of June 30, 2021, shall receive a four percent (4%) increase to their July 1, 2021 base rate of pay. In the event the University does not receive new base funding to fund the entire four percent increase for contract year 2021-2022, the bargaining unit members will receive an increase of 3% and the salary article may be re-opened for negotiations.

The entry level pay for law enforcement officers shall be increased by eight percent (8%) to \$39,828 per annum effective the second pay period after date of ratification. The entry level pay for law enforcement sergeants shall be increased by eight percent (8%) to \$49,571 effective the second pay period after date of ratification.

10.2 Longevity Pay:

Employees will receive the following annual longevity amount upon the anniversary of their employment date at the University Police Department. The longevity amount is not retroactive and is not cumulative. The amount will be prorated over the next annual period.

One year anniversary

One hundred dollars (\$100.00)

Two year anniversary	Two hundred dollars (\$200.00)
Three year anniversary	Three hundred dollars (\$300.00)
Four year anniversary	Three hundred dollars (\$300.00)
Five year anniversary	Three hundred dollars (\$300.00)
Six year anniversary	Three hundred dollars (\$300.00)

10.3 Employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the President or his designee shall seek to have the contract or grant modified to permit such increases.

10.4 Field Training Officer Assignment: The University shall provide a salary additive for any employee it selects for Field Training Officer assignment. Employees who are selected for such assignment shall receive an increase in his/her base rate of pay of five percent (5%) during the period of the assignment, when actively training.

10.5 Working in a Higher Class / Acting Rank: An employee who is designated by the Director or his designee to temporarily perform a major portion of the duties of a position in a higher classification, grade, or rank than the employee's current classification, grade, or rank shall receive a pay increase upon completion of the first five (5) consecutive days assigned, retroactive to the first day of the assignment. Said employee shall receive a pay increase to the minimum of the higher classification, grade, or rank, or five percent (5%) above the employee's current base rate of pay, whichever is greater.

10.6 Promotions: An employee promoted to a higher classification, grade, or rank shall receive a pay increase to the minimum of the higher classification, grade, or rank, or five percent (5%) above the employee's current base rate of pay, whichever is greater.

ARTICLE 11 WORK PERIOD / OVERTIME

11.1 The work period for employees shall be a period of fourteen (14) consecutive days and the regular work schedule during that period shall consist of eighty (80) hours.

A. Employees assigned to eight (8) hour work days will work five (5) consecutive days followed by two (2) consecutive days off.

B. Employees assigned to twelve (12) hour work days will work a rotating day off schedule allowing for four (4) or five (5) consecutive work days followed by four (4) or five (5) consecutive days off.

C. Employees assigned to ten (10) hour work days will work four (4) consecutive days followed by three (3) consecutive days off.

D. Except in the case of an emergency, no other work cycle or schedule will be implemented by the University until the conclusion of negotiations over those proposed work cycles or schedules.

11.2 Employees shall be compensated at time and one-half for all hours worked in excess of eighty (80) hours in a work period. Compensation shall be in the form of cash, unless the employee and the Director agree that the employee shall receive compensatory leave. Any compensated leave or time off as provided for by this Agreement shall be considered as time worked in the computation of overtime, excluding University Closure for unscheduled work days. However, in the event that more than three (3) hours of such leave is taken on the day overtime is worked, the overtime hours will be reduced by the amount of leave taken.

11.3 An employee's workday shall not be split into two (2) or more segments without the agreement of the employee, except in a declared emergency or to meet unforeseen law enforcement needs.

11.4 An employee shall be given fourteen (14) days notice of a change in the employee's work cycle, work hours, or days off except if agreed to by the employee or in a declared emergency or to meet unforeseen law enforcement needs.

11.5 An employee who rotates to a different shift shall receive a minimum of twenty four (24) hours off between the end of the current shift assignment and the beginning of the new shift assignment except in case of a declared emergency or to meet unforeseen law enforcement needs.

11.6 Compensatory Leave

An employee may accumulate up to 120 hours of overtime compensatory leave and may request cash payment for unused leave at any time. The supervisor may require the employee to use or sell any accrued compensatory leave over 80 hours in increments equivalent to the employee's regular scheduled workday. An employee will be given fourteen (14) days notice when required to use compensatory leave.

11.7 Special Duty

A. It is the policy of the University that University sponsored events on University property which require local police services shall first be offered to available University employees prior to soliciting an outside agency.

B. When an employee works an extra or special event outside the employee's regular scheduled work cycle, the employee shall be compensated at time and one half their regular hourly pay rate. To be eligible for extra (overtime) work as described in A. above, the employee must have worked any scheduled shift on the day of the extra work.

C. Minimum pay

1. University Sponsored/Affiliated Events - An employee reporting for a University sponsored extra or special event as scheduled, shall be guaranteed a minimum of four (4) hours at time and one half of the employee's hourly rate of pay if the event is cancelled or concluded prior to the estimated end time. An employee will receive no compensation if the special duty assignment is cancelled more than twenty-four (24) hours prior to the start of the event.

2. Non-University Sponsored/Affiliated Events – An employee reporting for a non-University sponsored/affiliated extra or special event as scheduled, shall be guaranteed a minimum of four (4) hours at two (2) times the employee's hourly rate of pay if the event is cancelled or concluded prior to the estimated end time. An employee will receive no compensation if the special duty assignment is cancelled more than twenty-four (24) hours prior to the start of the event. The two times rate will go into effect on the date that the collective bargaining agreement is ratified by the parties, and will not be retroactive. Prior to that date, the guaranteed minimum will be four (4) hours at time and one half.

D. An employee's failure to adhere to the Department's procedures for determining the status of the event prior to reporting for duty will cause the employee to lose eligibility for the guaranteed minimum pay set out in subsection C.

11.8 Training

A. An employee may be required to report for mandatory training during the employee's time off. When reporting for mandatory training during the employee's time off, the employee will be compensated with compensatory leave time at a rate of one and one half times, plus one hour travel time to be paid at the employee's time and one half rate.

B. The employee will not be required to attend training during the days the employee is scheduled to work an evening shift unless the training is during duty hours.

C. Mandatory training during an employee's time off will be limited to two (2) days per month and shall not exceed eight (8) hours per day, excluding travel time. To the extent practicable due to the involvement of other agencies, the employer will try to schedule mandatory training on the employee's first or last off day during the employee's period of time off.

11.9 University Closure. Whenever the University is closed for any reason and civilian UPD employees are instructed to stay home:

A. Those law enforcement officers and sergeants who are nevertheless required to work or scheduled to work will receive compensatory time at straight time plus a time and one-half hourly rate for every hour they work during that period.

B. Those law enforcement officers and sergeants who are not scheduled to work will receive University Closure pay at straight time for their regular assigned work hours per unscheduled work day.

ARTICLE 12 BENEFITS

12.1 Current Employees

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

12.2 Retired Employees

- A. Employees who retire under the Florida Retirement System shall be eligible, upon request, to receive the following benefits, subject to University rules and policies:
 - 1) Retired employee identification card;
 - 2) Use of the University library (i.e., public rooms, lending and research service);
 - 3) Placement on designated University mailing lists; and
 - 4) Weapon, badge, and an ID indicating retired status.

- 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 sixty (60) years or older who meet Florida residency requirements, without payment of fees, on a space available basis.

ARTICLE 13
EDUCATIONAL OPPORTUNITIES

13.1 The University shall be responsible for any and all costs or fees associated with training requirements mandated by Florida State Statute 943.135.

13.2 Employees and dependents shall be eligible in the same manner as other University employees for the University's tuition-free course program.

13.3 The University will make a reasonable effort to continue existing training programs in law enforcement techniques and to develop new programs, and to ensure that opportunities to attend law enforcement and salary incentive training programs are equitably distributed among employees.

ARTICLE 14 HOLIDAYS

14.1 The University shall recognize the following as paid holidays:

- A. New Year's Day
- B. Martin Luther King, Jr. Day
- C. Peace Officer's Memorial Day (May 15)
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Veteran's Day
- H. Thanksgiving Day
- I. Friday after Thanksgiving Day
- J. Christmas Day
- K. One Personal Day (may be used on employee's birthday)

14.2 When an employee is assigned to work a holiday, the employee will receive hourly compensation in the amount of one and a half times the total hours worked plus holiday (special compensatory) hours equal to the number of hours the employee normally works to be used at a later date.

14.3 When a holiday falls on an employee's regularly scheduled day off, the employee will be granted holiday (special compensatory) hours equal to the number of hours the employee normally works to be used at a later date.

14.4 When an employee is normally assigned to work a holiday and the employee is granted the day off, the employee will be paid his/her regular pay for the day.

14.5 Holiday pay shall be paid for the entire shift or assignment of work which begins on the above named holidays.

ARTICLE 15
LEAVES

15.1 Annual Leave

A. Annual leave shall be earned by all full time employees based on the following schedule:

0-6	Months of Service	4 hours biweekly
7-60	Months of Service	4 hours biweekly
61-120	Months of Service	5 hours biweekly
Over 120	Months of Service	6 hours biweekly

B. Annual leave may be accrued up to a maximum of 240 hours.

C. Accrued annual leave in excess of 240 hours on December 31 of each year shall convert to sick leave on an hour for hour basis.

D. An employee who separates employment shall be paid for all unused annual leave at the current hourly rate.

E. All other provisions of the UNF Personnel Program Chapter 9-4.720 relating to annual leave shall apply.

15.2 Sick Leave

A. Sick leave shall be earned by all full time employees at the rate of 4 hours biweekly.

B. There is no maximum on the amount of sick leave that can be accrued.

C. Authorized sick leave may be utilized from the first day of absence.

D. An employee with 120 or more months of University service who separates from employment shall be paid for one-fourth (1/4) of unused sick leave up to a total of 480 hours at his/her current hourly rate.

E. All other provisions of the UNF Personnel Program Chapter 9-4.720 relating to sick leave shall apply.

15.3 Bereavement Leave

A. Employees may use up to three (3) days of Bereavement Leave upon the death of a family member/relative. For purposes of this policy, family member/relative is defined as:

Employee's spouse
Employee's parents

Employee's children and children's spouses
Employee's grandparents
Employee's grandchildren
Employee's siblings and the sibling's spouses
Employee's aunt, uncle, niece, nephew, and first cousin
Employee's spouse's parents
Employee's spouse's children
Employee's spouse's siblings
Employee's spouse's grandparents
Employee's domestic partner

“Relative” or “related” person also includes a person who is engaged to be married to an employee.

B. In the event the family member's funeral is out of town, an additional two (2) days unpaid travel may be requested.

C. Documentation must be provided by a copy of the obituary, a copy of the funeral program, or completion of the “Bereavement Leave Approval Request.” The employee's name and relationship must be written on the form. Failure to provide documentation in a timely manner will result in the employee using annual leave in lieu of bereavement leave.

15.4 **Miscellaneous Leave**

A. **Voting:** During a primary, special, or general election, all full time employees whose assigned schedule or workday does not allow sufficient time for voting shall be granted up to two hours of paid time to vote when properly requested.

B. All full time employees shall be entitled to and receive all other stated Administrative Leave or other leave as outlined in the provisions of the UNF Personnel Program Chapter 9-4.720.

ARTICLE 16
ON CALL / CALL BACK

16.1 “On call” assignment shall be defined as any time when management has instructed an 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 they may be reached by telephone or by other electronic signal device in order to be able to return to work on short notice.

16.2 An employee who is required to be on call shall be compensated by payment of one (\$1.00) dollar per hour for each hour such employee is required to be on call. On call hours shall not be counted in computing overtime.

16.3 An employee who is required to be on call on a Saturday, Sunday, or holiday will be compensated by payment equal to one fourth (1/4) of the University’s hourly minimum for the employee’s class for each hour the employee is required to be on call.

16.4 If an employee is called back to perform work beyond the employee’s scheduled hours of work for that day, the employee will 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 four (4) hours. Call back time shall be considered overtime and paid at the employee’s overtime rate.

- 16.5 A. If an employee is subpoenaed to appear as a witness in a job related court case (whether for deposition or trial), outside the employee’s regular scheduled assigned shift, the employee shall have the option of accepting the witness fee, or be compensated at the applicable rate for all hours spent in attendance (including time to and from the employee’s home), or a minimum of four (4) hours, whichever is greater.
- B. If an employee is required to file a job related criminal case with the State Attorney’s Office outside the employee’s regular scheduled assigned shift, the employee shall be compensated at the applicable rate for all hours spent in attendance (including time to and from the employee’s home), or a minimum of one (1) hour, whichever is greater.

16.6 Any employee who is subpoenaed to appear as a witness or is required to attend any job related court proceeding during the officer’s scheduled vacation period, shall be granted overtime compensatory time and the vacation time will not be lost by the employee.

ARTICLE 17
REPLACEMENT OF PERSONAL PROPERTY

17.1 An employee, who while on duty and performing a legitimate law enforcement function or service, suffers damage, destruction, or loss of a personal watch or prescription eyewear (including contact lenses), or a wedding band, will be reimbursed by the employer or have such property repaired or equitably replaced. A written report must be filed detailing the circumstances under which such property was lost, damaged, or destroyed. In the event the request for reimbursement is not covered by the employee's workers' compensation claim, the Director must approve the request in order for payment to be made.

17.2 Items not required to perform the duties of a police officer, including but not limited to bracelets, personal pagers, cell phones, and earrings, will not be replaced or repaired.

17.3 Inherent risks are present when performing the duties of a police officer. Employees should be aware that watches, jewelry, and eyewear can be damaged and therefore it is incumbent on the employee to use reason when wearing such items while on duty. Therefore, limits on replacement or repair for each item are as follows: watches up to \$75, wedding bands up to \$200, and up to \$250 for prescription eyewear.

ARTICLE 18 UNIFORMS AND EQUIPMENT

18.1 Each new employee shall receive a standard issue of uniforms and uniform accessories. An employee may submit to the Director a request for replacement of such uniforms as needed. Said requests shall be honored in a timely fashion and will not be unreasonably denied.

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

- (a) Gun belt, either 2 ¼ inches or 3 inches, as appropriate for the individual;
- (b) A semi-automatic firearm;
- (c) Firearm safety (snatch resistant) holster;
- (d) Three (3) magazines, and an approved case for spare ammunition;
- (e) Handcuffs and an approved carrying case;
- (f) Baton and an approved carrying holster;
- g) CPR case and mask;
- (h) “Less than lethal weapons” and an approved carrying case;
- (i) Flashlight;
- (j) Approved Taser; and
- (k) Laptop Computer

18.3 The University will provide employees who are furnished and required by the University to wear a uniform, a maintenance allowance in the amount of five hundred dollars (\$500.00) annually. This maintenance allowance will be paid in two equal payments, one in June and one in December, and it may be pro-rated for new employees.

18.4 Employees assigned to full time plain clothes positions shall receive a clothing/maintenance allowance in the amount of six hundred dollars (\$600.00) annually. Such payment will be paid in two equal payments, one in June and one in December.

18.5 The University will allow each employee to select one pair of shoes each year from an approved vendor, in an amount not to exceed one hundred dollars (\$100).

ARTICLE 19
CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT

19.1 **Outside Activity or Employment - General.** No employee may participate in outside activity or employment without prior approval. Any outside activity or employment which interferes with an employee's obligations to the University or which may create a conflict of interest is prohibited.

- A. Any employee who proposes to engage in outside activity or employment, or who is engaged in outside employment on the effective date of this Agreement, shall report to the Director, in writing, the details of such outside activity or employment. The report shall include the name of the employer, the location where such activity or employment shall be performed, the nature and extent of the activity or employment, including the number of hours per week in which the employee will be engaged in the outside activity or employment, and any intended use of University facilities, equipment, or services.
- B. In reviewing and approving the request for outside activity or employment, the Director and higher level administrators may make reasonable inquiries of the employee to ensure that the employee's outside activity or employment does not constitute a conflict of interest or interfere with the employee's primary duties as a University law enforcement officer.
- C. An employee shall not be required to file any additional reports regarding outside activity or employment that has previously been approved, except if there is a change in the activity or employment (e.g., location, nature and extent, hours, or use of University facilities, equipment, or services).

19.2 **Outside Employment - Police Employment.** Outside police employment is prohibited unless authorized by the applicable law enforcement agency/jurisdiction and approved by the University President, or his designee. Any outside employment shall be in accordance with the University and the Department's written directives regarding outside employment.

ARTICLE 20
GROOMING STANDARDS

While on duty, each employee shall uphold the standards established by the Department relative to grooming to ensure the professional reputation and integrity of the Department and University.

ARTICLE 21
HEALTH AND SAFETY / TRAINING

21.1 The University shall make every reasonable effort to provide employees a safe and healthy working environment. When an employee believes an unsafe or unhealthy working condition exists, the employee shall promptly notify the Director, Safety and Security, who shall notify the Director, Environmental Health and Safety, and his/her supervisor of said condition. The University shall investigate the report and respond to the employee.

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

21.3 Vehicles used by the employees (whether or not issued to the employee) shall be maintained in a safe operating condition. Vehicles used to transport prisoners shall be equipped with cages.

21.4 When employees are required to drive or operate scooters, golf carts, all terrain vehicles, or other similar vehicles, such vehicles shall be maintained and operated in accordance with their stated warranty. Employees shall be properly trained in the operation of all vehicles prior to use.

21.5 The University shall provide its employees with custom-fitted bullet resistant vests. Vests shall be replaced as per their stated warranty or as directed by the manufacturer's specifications. The wearing of these vests is at the discretion of the employee, however the University reserves the right to require the wearing of the vest under specified conditions or special circumstances. Employees must keep their vests accessible at all times.

21.6 The University shall provide its employees with a semi-automatic firearm. The type of semi-automatic firearm shall be at the University's discretion, however such semi-automatic firearm shall be suitable to the employee's stature and hand size.

21.7 In order to promote safety in the use of firearms, the University guarantees that each employee is allowed to fire their 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.

21.8 The University shall issue new factory ammunition for on-duty use at intervals not to exceed twelve (12) months from the previous date of issue.

21.9 The University will provide proper training by a certified instructor on the use of all weapons issued to their employees, i.e. firearms, baton, chemical spray, electric restraining device, etc.

ARTICLE 22

JOB RELATED INJURIES / LIGHT DUTY

- 22.1 All job related injuries shall be subject to the Florida Workers' Compensation Law, Florida Statutes, Departmental Policy, Administrative Rule, and any amendments thereto.
- 22.2 Any employee injured on the job shall be paid their full day's wages for the day of the accident if the treating physician directs that the employee should not return to work that day.
- 22.3 While on job related disability leave, employees shall be entitled to all benefits provided by the University or by this Agreement. These benefits shall be at no additional cost beyond the normal cost to the employee. While on job related disability leave, the employee is expected to remain at home during normal day shift working hours unless the employee is at or enroute to the doctor or pharmacy, or engaged in other rehabilitative activities as prescribed by his or her physician. Additional activities may be approved by the Director or his designee, upon a showing of good cause.
- 22.4 The University may adopt a Light Duty Program. A copy of the Light Duty Program will be provided to the CFPBA prior to its implementation. Neither the Light Duty Program nor its application to an employee shall be subject to the grievance procedure.
- 22.5 All assignments made to an employee in a Light Duty Program must be consistent with limitations and approved by the treating physician.
- 22.6 If an employee is placed in a Light Duty Program, the employee shall receive their normal wages and fringe benefits.
- 22.7 Employees placed into a Light Duty Program, or on job related disability leave, may be assigned to an eight (8) hour/ five (5) day shift schedule on day shift for the duration of the program or disability leave.
- 22.8 Any employee covered by this agreement, who misses regularly scheduled work as a result of injury in the course of and arising out of special risk employment by the University, shall, in addition to the benefits payable under the Worker's Compensation law of the state of Florida, be entitled to the following:
- A. When an employee is absent due to a compensable injury the University will supplement any workers compensation payments so that the injured employee will be paid 100% of the employee's average daily earnings for each regularly scheduled workday missed beginning with the first calendar day of the injury.
 - B. In no case shall the employee be entitled to receive payments from the University, that when combined with workers compensation payments, would exceed the employee's normal salary.

ARTICLE 23
NONDISCRIMINATION

23.1 The University, and the CFPBA shall not commit or permit discrimination against any member of the University community based upon race, color, sex (inclusive of Title IX), religion, gender identity/expression, sexual orientation, national origin, age, veteran status, disability, political affiliation, or marital status, nor shall the University or the CFPBA commit or permit retaliation against an individual who complains of discrimination or harassment or an individual who cooperates in an investigations of an alleged violation of law or University regulation (http://www.unf.edu/president/policies_regulations/01-General/1_0060P.aspx). Provided that the University may establish a specific sex, age, or physical requirement where the required qualification constitutes a bona fide occupational qualification necessary to proper and efficient police administration.

23.2 Any employee/member of the CFPBA acting in any official capacity whatsoever shall not be discriminated against for his/her acts as an officer of the CFPBA so long as such acts do not interfere with the conduct of Department business; nor shall there be any discrimination against any employee because of CFPBA membership or activities.

23.3 Should state or federal law establish any other protected category for claims of discrimination during the term of this Agreement, the University and the CFPBA agree to modify the Agreement accordingly.

ARTICLE 24 PERFORMANCE EVALUATIONS

24.1 The employee shall be provided with information regarding the basis of the evaluation, which 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 principle basis for determining the overall level of rating for any employee, and each employee will be evaluated without comparison to other employees.

24.2 There shall be three (3) types of Performance Evaluations:

- A. **Probationary Evaluation:** Applies to any new hire law enforcement officer; shall be evaluated within thirty (30) days prior to the end of the probationary period or prior to the end of any extended probationary period.
- B. **Annual Performance Evaluation:** Applies when an employee has attained regular status in his/her class; completed annually.
- C. **Special Evaluation:** Applies when the level of performance warrants high recognition/commendation or correction/intervention and may be conducted at any time, at the discretion of the supervisor.

24.3 All evaluations must be rated as:

- A. **Below Performance Standards** – When an employee is rated at the “Below Performance Standards” level, a narrative explanation supporting that rating shall be included as part of the appraisal as justification for the “Below Performance Standards” rating.
- B. **Needs Improvement** – When an employee is rated at the “Needs Improvement” level, a narrative explanation supporting that rating shall be included as part of the appraisal as justification for the “Needs Improvement” rating.
- C. **Achieves Performance Standards**
- D. **Exceeds Performance Standards** – When an employee is rated at the “Exceeds Performance Standards” level, a narrative explanation supporting that rating shall be included as part of the appraisal as justification for the “Exceeds Performance Standards” ratings.
- E. **Superior Performance** – When an employee is rated at the “Superior Performance” level, a narrative explanation supporting that rating shall be included as part of the appraisal as justification for the “Superior Performance” rating.

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

24.5 Annual performance evaluations shall be made by the employee's immediate supervisor in consultation with his/her higher level administrator(s). The immediate supervisor shall be responsible for the timely evaluation of the employee as per University rules and shall be held accountable. The performance evaluation shall be reviewed and approved by a higher level administrator. The administrator may not modify an employee's rating without articulating sufficient facts to support the change.

24.6 An employee shall not receive a "below performance standards" rating in any of the job tasks unless the deficiency or deficiencies have been previously discussed with the employee and that employee has had an opportunity to correct the deficiency or deficiencies prior to the annual evaluation.

24.7 Where an employee who has attained regular status in the class does not meet performance standards, the Department shall develop a performance plan intended to correct performance deficiencies. Such employees 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 below 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. 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.

24.8 **Grievability:** A grievance under this Article may be filed only by an employee with regular status in their current class up to Step 2 of the grievance process. Provided an employee who is demoted or dismissed for an evaluation of not meeting performance standards may appeal that action up through and including arbitration.

ARTICLE 25 PERSONNEL RECORDS

25.1 There shall be only one official personnel file for each employee, which shall be maintained in the central personnel/human resources office of the University unless the President approves a different location. Duplicate personnel files may be established and maintained within the Department. 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 25.2.

25.2 Any counseling letters or memos issued to an employee shall not be considered as discipline and therefore may be maintained in the Department file for a period of not more than two (2) years.

25.3 Any employee will have the right to review their 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 item included in the file and shall be sent a copy of any derogatory material which is placed in the file.

25.4 Where the President, the courts, an arbitrator, or other statutory authority determines that documentation has been placed in an employee's personnel file in error, or is otherwise invalid, such documentation will be removed from the personnel file.

25.5 **Privacy:** The University (in accordance with the provisions of Chapter 119, Florida Statutes) 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 26
PROMOTIONS / REASSIGNMENTS

26.1 Except as otherwise provided in this Agreement, reassignments shall be within the discretion of management.

26.2 The following procedure shall govern the promotion process for the classification, grade, or rank of Sergeant.

- A. **ELIGIBILITY:** A candidate must meet the following minimum requirements to enter the promotion process:
- 1) Must have completed probationary status prior to the date of the promotional opportunity being posted.
 - 2) Must have a minimum of three (3) years full-time law enforcement experience with this Department, or an agency of similar or larger size.
 - 3) Shall not have received any disciplinary action involving demotion or suspension for a period of twelve (12) months prior to the date of the promotional opportunity being posted.
- B. When a promotional opportunity to the rank of law enforcement sergeant exists, written notice shall be made to all eligible employees and the CFPBA by the Director.
- C. **STEP ONE/WRITTEN APPLICATION.** Eligible employees shall submit a resume with a cover letter.
- D. **STEP TWO/ WRITTEN EXAM:** Eligible employees shall pass a written exam governed by the following criteria:
- 1) Eligible employees shall be notified by the Director thirty (30) days prior to the administration of the exam of the date, time, location, and their eligibility.
 - 2) A passing score will be established at 70% of the total number of questions. The number of test questions will not exceed one hundred (100).
 - 3) The written test will cover only Operational Orders, General Orders, and the collective bargaining agreement, and will use that material which was established prior to the test announcement date. No revision material that is issued after the test announcement date will be used.
 - 4) A Test Committee consisting of a Lieutenant (Chair), two (2) members of the Department (one selected by the Director and one selected by the CFPBA), and one Human Resources representative, will compile the test. The Director will have final approval of all test questions.

5) Within ten (10) days after the test is administered and before it is graded, all tested candidates will be permitted to contest any disputed question(s) to a Review Committee. The Review Committee will consist of a Lieutenant not involved in the assembly of the test, one (1) member selected by the CFPBA, and one (1) member selected by the other two (2) members. Selected members of the Review Committee will be of equal or higher rank to the position being tested for. The Review Committee will, by simple majority vote, determine the following:

- a. Is the disputed question valid, or invalid?
- b. Is more than one (1) answer appropriate for the disputed question?
- c. Will the disputed question remain as part of the written test?

The Director will have final approval of all disputed test questions.

E. **STEP THREE/ORAL BOARD:** Eligible employees will go before an Oral Board consisting of five (5) members. The Board members will consist of the Lieutenant (Chair); a representative from the Office of Human Resources; two (2) members of the Department of equal or higher rank to the promotional position, one selected by the Director, the other selected by the CFPBA President; and one (1) member of another law enforcement agency of equal or higher rank to the promotional position. This member will be selected by the other four Board members. Members of the Board shall consider the following criteria in their selection and ranking process:

- 1) Annual evaluations for a period of three years.
- 2) Current disciplinary action as referenced in Article 28, Employee Discipline, Section 28.5.
- 3) The candidate's cover letter and resume as described in Step One.
- 4) Seniority (from date of hire).
- 5) Response to questions posed by the Board which may include, but not be limited to:
 - a. An explanation of the supervisory/management philosophy he/she would employ if selected for the position.
 - b. An explanation of the education and training seminar(s), workshop(s), or initiative(s) that he/she has successfully completed indicating how the successful completion of

such seminar(s), workshop(s), or initiative(s) provides them the knowledge and/or competencies required for the position to which they wish to be promoted.

E. **STEP FOUR/SELECTION:** The final selection is at the discretion of the Director. The following options shall apply to the selection process:

- 1) The Oral Board may submit the names of no more than the top three qualified candidates to the Director with comments as appropriate.
- 2) The Director may interview any or all of the candidates submitted by the Oral Board.
- 3) Should none of the candidates pass the written exam and be deemed appropriate by the Oral Board and the Director, the position may be advertised for external recruitment. Any person hired through an outside recruitment must pass the written exam for the rank hired at within thirty (30) days of hire.

ARTICLE 27
SENIORITY / LAY OFF

27.1 Departmental seniority is defined as the uninterrupted length of service of an employee with the University Police Department since their last date of hire. The University shall maintain and post a current seniority list, with a copy sent to the CFPBA.

27.2 Seniority shall be broken only by discharge, retirement, written resignation, absence without authorized leave after proper notice from the employer, layoff of more than eighteen (18) months, or failure to answer recall after proper notice from the employer.

27.3 Classification, grade, or rank shall be defined as law enforcement officer, law enforcement sergeant, or law enforcement investigator.

27.4 Departmental seniority will be used to determine seniority within the law enforcement officer classification at all times.

27.5 Seniority with regard to classification, grade, or rank shall be defined as the length of continuous service in that specific classification, grade, or rank within the Police Department calculated from the most recent date of appointment. The only exception shall be that if an employee served in a higher classification, grade, or rank and was voluntarily demoted to a lower classification, grade, or rank, then seniority shall be calculated from the date of the employee's original appointment to the lower classification, grade, or rank.

27.6 Lay-off

- A. In the event of a lay-off for the purpose of downsizing the Department, employees shall be laid off in the reverse order of their departmental seniority.
- B. In the event of a lay-off for the purpose of downsizing a grade or rank within the Department, employees shall be laid off in reverse order of their grade or rank. The affected employee will be given an opportunity to displace a less senior employee in the next lower rank.
- C. The University shall provide affected employees and the CFPBA with no less than thirty (30) days written notice of any layoff.

27.7 Recall

- A. An employee in lay-off status will retain recall rights for a period of eighteen (18) months from date of layoff. Recall will be made by certified mail to the employee's last address of record with the employer. Recalled employees must within fourteen (14) days of receipt of certified mail recall, notify the Director and the Director of Human Resources of their intentions of returning to work. A recalled employee who fails to provide both Directors with written notice of his/her intention to return to work as noted herein forfeits all recall rights.

- B. No new employee shall be hired until all employees on layoff status have been notified of return to work. Employees, who return to a position covered by this Agreement from a layoff status, shall receive a rate of pay based upon the current schedule at the time of recall.

ARTICLE 28 EMPLOYEE DISCIPLINE

28.1 No employee shall be disciplined or discharged without proper cause. Whenever an employee is under investigation and subject to interrogation by members of the University for any reason which could lead to disciplinary action, demotion, or dismissal, the employee shall be informed of the nature of the investigation prior to any interrogation, and he or she shall be informed of the names of all complainants.

28.2 A notice of disciplinary action entered into an employee's personnel file shall also be provided to the employee at the same time it is being placed in his/her personnel file. The employee may notify the CFPBA of any proposed disciplinary action or investigation that is to be conducted. An employee may review his/her personnel file after proper request has been made.

28.3 Employees shall have the right to have CFPBA representation present at all meetings with management which may reasonably result in disciplinary action. If the employee waives CFPBA representation, such waiver must be done in writing.

28.4 The parties endorse the principle of progressive discipline, whereby the progression set forth below will normally be observed for similar violation(s) after an initial discipline has been established. The normal progression of discipline shall be as follows:

- A. Written reprimand I
- B. Written reprimand II
- C. Suspension
- D. Demotion
- E. Termination

However, the parties also understand that, notwithstanding the normal progression set forth above, the factual circumstances of any particular case may cause the violation(s) to be aggravated, thus justifying a higher level of discipline than set forth in the normal progression.

28.5 Except in the case of termination, a written reprimand I shall have no effect after one (1) year from the date issued, provided the employee has received no further disciplinary action during that period. Except in the case of termination, a written reprimand II shall have no effect after two (2) years from the date issued, provided the employee has received no further disciplinary action during that period. Written reprimands I may be grieved through Step 1 of the grievance procedure. Written reprimands II may be grieved through Step 2 of the grievance procedure. All other disciplinary action may be grieved through the entire grievance/arbitration procedure.

28.6 Any and all investigations and/or interrogations shall be conducted in accordance with the Law Enforcement Officer's Bill of Rights (as it may be amended from time to time), state statute, and federal case law.

28.7 No employee shall be required to submit to a polygraph test or any other device used to measure the truthfulness of responses during an investigation of a complaint, unless authorized by statute.

28.8 When a complaint of misconduct is made against any employee, said complaint, if possible, must be in writing and signed by the charging party. The complaint must contain specific details of the charged conduct.

28.9 The findings of an Internal Affairs Investigation shall be labeled “sustained” (the allegation is supported by sufficient evidence to prove that a policy violation has occurred), “not sustained” (insufficient evidence either to prove or disprove the allegation), “unfounded” (allegation is false or not factual), “exonerated” (incident occurred but was proper and within the scope of policy), or “Policy Revision” (the action of the agency or officer was consistent with agency policy; however, the policy requires amending or revision). No other terminology may be used. All “sustained” findings will be filed in an employee’s personnel file. All other findings will be maintained in a separate investigative file.

28.10 Upon completion of any internal investigation, the officer against whom the complaint was made shall be notified in writing. Should the internal file be requested by any public party, every reasonable effort will be made to notify the involved officer(s) as to the identity of the requesting party, and the date and time as to when the file will be made available. If, however, said officer(s) cannot be notified within twenty-four (24) hours, the requested information will be provided within the limits of governing statutes, court orders, etc. In such cases, officer(s) will be notified in writing that information from their files was released.

28.11 The Department and the University will comply with applicable court orders and Section 119.071(4)(d), Florida Statutes, and until otherwise directed by court order, will not reveal the home address, telephone number, social security number, photographs, or places of employment of the spouses and children of such personnel; and the names and locations of the school and day care facilities attended by the children of such officers.

28.12 The probationary period for new hires as a sworn law enforcement officer shall be for a period of twelve (12) months, beginning upon completion of the Field Training Program. During this probationary period, any new hire whose performance does not meet the required work standards may be dismissed without recourse to the grievance and arbitration procedure contained in this Agreement.

ARTICLE 29
COMPREHENSIVE DRUG AND ALCOHOL ABUSE POLICY AND
PROCEDURES

29.1 Mutual Agreement

- A. The University and the CFPBA agree to the promotion of a drug free workplace through fair and reasonable drug testing methods for the protection of the University of North Florida and its employees. The drug testing policy of the University is a proactive approach to a potentially serious problem facing all members of society. Within the limitations, as outlined in this Article, employees found to have drug abuse problems will be encouraged to participate in an employee assistance program or a rehabilitation program.
- B. It is further agreed that drug use has serious adverse effects upon users in the work force resulting in the loss of productivity, posing a threat to the workplace and to public safety and security. Maintaining a healthy and productive work force and safe working conditions free from the effects of drugs are the goals of both the University and the CFPBA. It is understood that drug use creates a variety of workplace problems, including increased injury on the job, increased absenteeism, and increased financial burdens on health and benefit programs. Criminal justice work requires and the safety of the public demands total mental and physical functioning of employees at all times. The University of North Florida has a responsibility in the interest of public safety to monitor the use and abuse by employees of controlled substances, and other drugs/medicines.
- C. The employer agrees to establish drug testing standards to balance the interests of the employer, employees, and the welfare of the general public through a fair, confidential, and accurate drug testing program.
- D. Employees who feel that they are abusing drugs are encouraged to contact the Employee Assistance Program for help in overcoming this problem. Normal University benefits such as the Employee Assistance Program, appropriate leave, and the group medical plan are available to aid in the rehabilitation process. Staff assigned to the Employee Assistance Program will support employees in this process by providing referral to the appropriate agency suited to address the particular needs of the employee.
- E. The sale, purchase, transfer, use, or possession of illegal drugs, or drugs obtained illegally, is a violation of state and federal criminal statutes and, therefore, may result in termination. The use of, or being under the influence of, alcohol while on duty or while driving a University vehicle presents a danger to the public, to the officer involved, and to other officers, and therefore, may result in termination.
- F. In order to maintain the integrity of the University of North Florida and to ensure public safety, the University requires that all employees shall not:
 - (1) Abuse legal drugs;
 - (2) Sell, purchase, transfer, use, or possess illegal drugs, or drugs obtained illegally;

- (3) Report for work and/or use University equipment while under the influence of a legal drug taken as a medication to the extent that job performance would be affected.

29.2 Discussion

- A. Drug screening provides management with a method to assist in the detection of a possible problem so that it may be dealt with in the proper manner.
- B. Drug screening of University Police Department employees is a deterrent to their becoming involved with drugs. Additionally, it assists management in its efforts to detect drug problems within the Department. Drug screening provides an avenue for identifying a specific problem associated with drug use/abuse.
- C. Personnel are cautioned that drug screening is not an absolute indicator of drug use. It is a single indicator that must be combined with other information before a final determination is made. The drug screening program is interwoven with established University policy as it is affected by administrative procedures, internal investigations, Law Enforcement Officers' Bill of Rights, criminal investigations, etc. The final determination (e.g. no action, disciplinary action, treatment, or termination) is based on an accumulation of information and is consistent with the best interest of the University and the employee.

29.3 Definitions

- A. **Controlled Substance** - Any of the substances named in Schedules I through V of Section 893.03, Florida Statutes, and any "designer drugs" that may hereafter be proscribed by law and which are subject to manufacturing, distribution, preparation, dispensation, and administrative controls.
- B. **Employee Assistance Program** - A confidential program designed to assist employees and their families with a multitude of problems that may affect the employee's work performance. Employees may volunteer for the program or be referred to it by their supervisors.
- C. **Confirmation Test** - An additional analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. The confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- D. **Illegal Drug** - Any drug or substance, including controlled substances, the possession of which without a prescription is defined as a violation of state or federal statutes; or any prescription drug that was not prescribed to the affected employee by a person licensed to issue such prescription.
- E. **Legal Drugs** - Any prescription medication or any over-the-counter medication that has some medicinal value/purpose and is being used by the person for whom it was prescribed.

- F. **Substance Abuse** - The excessive or erratic ingestion, consumption, inhalation, or injection of any illegal drug or legally obtained drug or medicine not in prescribed amounts or at proper time intervals.
- G. **Use of Drugs** - The injection, inhalation, ingestion, or consumption of any drug, whether prescription or non-prescription, or any controlled substance as defined under Florida law.
- H. **“Under the Influence”** - A condition in which an employee is unable to appropriately perform his or her duties due to the use of any drug, controlled substance, or alcohol. Employees shall be deemed to be under the influence if they are physically or mentally impaired and/or unable to perform their duties in an acceptable manner.

29.4 **Responsibility for Reporting Legal Drug Use**

- A. University employees using drugs or therapeutic treatments prescribed by a physician or other authorized health practitioner shall determine from the prescribing person whether the treatment prescribed has any effects which may interfere with the performance of their duties. If the treatment prescribed has such effects, employees shall inform their supervisors of that fact.
- B. Any University employee using legal over-the-counter non-prescription drugs which in any way impair or affect his/her job performance is responsible for bringing this fact to the attention of his/her immediate supervisors. Information relating to the use of over-the-counter drugs can be removed at the request of the employee after it has been in the medical file for six (6) months, unless the usage of such medication is part of on-going treatment.
- C. The supervisor of any employee, upon being informed that such employee is using over-the-counter or prescription drugs which could interfere with the performance of his or her duties shall make further inquiries to determine whether the employee is fit to perform those duties. Upon consultation with his or her commanding officer, the supervisor will decide whether the employee is fit for duty. If unfit, the employee shall be placed on personal leave. Should the employee and the commanding officer not concur on the ability of the employee to perform his/her duties, the Director or designee will make the final determination. Information regarding the use of legal drugs being taken by an employee will be forwarded to the University Personnel Division where it will be maintained in a confidential medical file.
- D. All University employees have an obligation to inform a supervisor or ranking officer if another employee is using drugs in violation of the law or University Rules and Regulations.
- E. If any employee knowingly ingests any drug in the performance of his or her duties, the supervisor on duty will be immediately notified. The supervisor will see that the employee is provided with immediate medical attention if necessary. The employee will be placed on an appropriate duty status. The incident will be summarily documented, to be followed by a detailed report from the employee's commander through channels to the Director. Every effort should be made to avoid such ingestion. Unless employees' lives are endangered,

they will refrain from the consumption, ingestion, injection, or inhalation of a substance which may either physically or mentally be dangerous to employees.

- F. Employees knowingly subjected to the passive inhalation of a drug, such as marijuana, will document the incident and submit the report to the supervisor on duty. The report will indicate the substance the individual was exposed to, the period of time exposed, and give a brief statement explaining the necessity for the exposure. The report will be forwarded to the Director for review.

29.5 Drug Screening Program

- A. The employer shall post a notice of the Department's drug testing policy on bulletin boards in areas that are accessible to employees.
- B. Urine testing of employees can be an effective means by which to identify those in need of counseling, treatment, or disciplinary action. The testing program is intended to supplement, not replace, other means by which the use of drugs can be detected.
- C. Employees will be required to participate in the drug testing program under the following conditions:
 - (1) When there is a reasonable suspicion that an employee is using, under the influence of or in possession of illegal drugs, or is using or under the influence of alcohol while on duty, or that the employee is abusing alcohol or illegal drugs and the abuse either adversely affects his/her job performance or represents a threat to the safety of the employee, coworkers, or the public. Reasonable suspicion drug/alcohol testing can be ordered by any supervisor with the approval of a commanding officer (lieutenant or above). An immediate supervisor requesting a drug/alcohol test founded on reasonable suspicion should consider among such facts and inferences:
 - (a) Observable behavior while at work, such as direct observation of drug/alcohol use or of the physical symptoms or manifestations of being under the influence of a drug/alcohol.
 - (b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - (c) A report of drug/alcohol use provided by a reliable and credible source which has been independently corroborated with observable behavior.
 - (d) Evidence that the employee has tampered with a drug/alcohol test during his/her employment with the employer.
 - (e) Information that an employee has caused or contributed to an accident while at work combined with observable behavior indicating the possibility that drug/alcohol usage may be involved.

- (f) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs, or used or been under the influence of alcohol, while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- (2) Following a serious accident or incident in which safety precautions were violated or unusually careless acts were performed and there is reasonable suspicion to believe these actions were the result of using drugs.
- (3) **Routine fitness for duty:** The employer will require a drug test any time an employee is referred to a physician or psychologist for a fitness for duty examination.
- (4) **Random Drug Testing Program:** As part of the University's random drug testing program each employee of the bargaining unit will be randomly assigned a number that will be the only source identifying the individual submitting a sample for drug testing.
- (5) **Follow-up Testing:** Should an employee in the course of employment enter, or be required by the employer to enter into an employee assistance program for drug-related problems, the employer may require the employee to submit to a drug test as a follow up to the program for up to two (2) years thereafter.
- (6) When an employee is found in possession of illicit drugs or when illicit drugs are found in an area controlled or used exclusively by the employee.
- (7) During basic recruit training and prior to completion of an employee's probation.
- (8) As part of a rehabilitation program (mutually agreed to by the affected employee and the University Administration).
- (9) As a result of prior disciplinary proceedings against the employee related to the use of drugs. (Such testing shall be conducted by the Director's designee with the approval of, and in coordination with, the Director. The employer may require the employee to submit to a drug test as a follow up to the disciplinary action for up to two (2) years thereafter.

29.6 Procedure for Testing

A. Drug testing responsibility

- (1) The University Police Department shall be responsible for drug testing of employees under-going basic recruit training, probationary police officers, and employees selected through the random drug testing program.

- (2) The Director's designee shall be responsible for drug testing of any employee who he/she reasonably suspects has used or is found to be in possession of a drug, or other controlled substance in violation of the law, University orders, and rules and regulations. The Director's designee shall also conduct drug testing of employees as the result of prior disciplinary proceedings related to the use of drugs.

B. Confidentiality

- (1) All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the employer through a drug testing program are confidential communications.
- (2) The release of information obtained through any of the drug testing programs shall be solely pursuant to a written consent form signed voluntarily by the person tested except where such release is compelled by a hearing officer, a court of competent jurisdiction, pursuant to an appeal taken under this section, or when required for a departmental disciplinary appeal or arbitration proceeding. Drug testing information shall also be released to the Bureau of Criminal Justice Standards and Training for the purpose of reviewing certification eligibility.
- (3) Any employee authorizing the release of drug testing information must submit a signed communication to the Director advising:
 - (a) The name of the person who is authorized to obtain the information,
 - (b) The purpose of the disclosure,
 - (c) The precise information to be disclosed, and
 - (d) The duration of the consent.
- (4) The employer shall use drug test results when consulting with legal counsel in connection with actions brought under or related to this Article or where the information is relevant to the employer's defense in a civil or administrative matter.

29.7 Testing Procedures

- A. The employer shall pay the cost of all drug tests which are required of employees. Employees shall pay the costs of any additional drug tests not required by the employer.
- B. Prior to taking a drug test, employees must advise the employer of any prescription or non-prescription medications they are taking. The employer will provide information to the employee of the most common medications by brand or common name which may alter or affect a drug test. Employees will also be advised of all drugs for which the employer will test, described by brand or common names, as applicable, as well as by chemical names. Information regarding the use of prescription or non-prescription drugs taken by the employee will be presented in a written communication that will be maintained in a

confidential medical file in the Police Department. The ingestion of any prescription or non-prescription drug by an employee shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed results.

- C. Individuals responsible for conducting drug tests are acting under the direct authority of the Director. Employees being tested shall cooperate fully. Any attempt to alter or tamper with the specimen, its container, or any mechanical device, instrument, or document by any individual is grounds for termination and/or prosecution under applicable Florida Statutes.
- D. The employer will establish guidelines for the collection of drug test samples that will afford protection to the employee to include:
 - (1) Specimens shall be collected with due regard to the privacy of the individual providing the specimen and in a manner reasonably calculated to prevent substitution or contamination of the sample.
 - (2) Specimen collection shall be documented and the documentation procedures shall include:
 - (a) Labeling of specimen containers to reasonably preclude the likelihood of erroneous identification of test results.
 - (b) Specimen collection, storage, and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration.
 - (c) The employer shall use a chain of custody procedure to ensure the proper record keeping, handling, labeling, and identification of all specimens to be tested.
- E. When an employee is required to provide specimens for a testing procedure, the employee shall provide one (1) specimen (large enough to be divided into two (2) separate samples at the time of collection in order to facilitate the testing procedures).
- F. The threshold level or cut-off limit of the analytical testing procedures shall be established in accordance with the State of Florida Agency for Health Care Administration in conjunction with the standards developed by the Substance Abuse and Mental Health Services Administration (SAMHSA), regarding testing and protocol and procedures.
- G. When employees are required to participate in any of the drug testing procedures, the initial testing specimen will be subject to an EMIT (Enzyme Multiple Immunoassay Technique). If the results of the initial test are negative, no further testing will be done.
 - (1) Employees selected for random drug testing will be assigned a number which will be the only means available of identifying the individual who provided the specimen.

- (2) Random numbers assigned to employees will be maintained in a confidential file under the direct supervision of the Director.
- (3) The specimen container will not reveal the name of the contributing employee.

The employer will use the Evidential Breath Testing Device (EBT) to test for the presence of alcohol in an employee's system. The test will be performed by a Certified Breath Analyzer Technician (BAT) using a EBT approved by the National Highway Safety Administration. If the initial test registers an alcohol concentration of 0.02 or greater, a confirmation test will be performed. The employee will be placed in a separate room under the observation of the BAT for at least 15 minutes, but not more than 20 minutes, after which he/she will be given a confirmation EBT.

- H. Random drug testing conducted by the employer may occur before, during, or immediately after the regular work period of the employee, and shall be compensated in accordance with this Agreement.
- I. The Director or designee shall be called whenever one or more of the circumstances described in Article 29.5.C.(1) and (2) comes to the attention of members of the University.
 - (1) Once called, the Director or designee shall have complete authority over the investigation.
 - (2) The employee shall be advised in writing of the reason(s) for the order to submit to the test and that failure to do so constitutes failure to obey a direct order.

29.8 Results of test

- A. If the results of the initial test are positive, the employer will submit the sample for a confirmation test using a GC/MS (Gas Chromatography/Mass Spectrometry) test or other method specified by DHHS Guidelines to verify the initial test results that will be conducted by an outside licensed laboratory capable of supplying an analysis of drug content. When a confirmation test is necessary, the employer will ensure the proper storage and transportation of the specimen to a licensed laboratory for processing.
- B. After receipt of a positive confirmed test result from the testing laboratory, the employer shall inform the employee of the positive test result, the possible consequences of such results, and the options available to the employee.
- C. The employer shall provide to the employee, upon written request, a copy of the confirmation test results.
- D. Within ten (10) working days after receiving notice of a positive confirmed test result, the employee may submit information to the employer explaining or contesting the test results, and why the results do not constitute a violation of the employer's policy.

- E. All reports of positive test results shall be received by the Director and maintained in a confidential medical file.

29.9 **Disciplinary Procedures**

- A. Any employee who refuses to submit to a drug test or whose confirmation drug test is found to be positive is subject to disciplinary action. Such disciplinary action is subject to the grievance procedures provided for through Article 30 of this Agreement.
- B. The employee may be either immediately suspended or reassigned pending the results of the confirmation test for the use of illegal drugs.
- C. Positive confirmation tests for illegal drugs shall result in the immediate suspension of an employee which may be followed by termination proceedings. In appropriate cases, every effort will be made to help the employee deal with a legal drug problem by proper referral to the Employee Assistance Program. However, if this effort fails or is obviously inappropriate given the nature of the problem, appropriate disciplinary action shall be initiated.
- D. The employer may discipline or discharge an employee on the sole basis of the employee's first positive confirmed drug test when the employee has either refused to participate in an employee assistance program or a drug rehabilitation program, as evidenced by withdrawal from the program before its completion, or a report from the program indicating unsatisfactory compliance; or by a positive test result on a confirmation test while participating in or after completion of the program.
- E. The employer shall discipline an employee, subject to termination proceedings, who has failed or refused to sign a written consent form allowing the employer to obtain information regarding the progress and successful completion of an employee assistance program or a drug rehabilitation program.
- F. The employer shall not discharge or discipline an employee solely upon voluntarily seeking treatment, while under the employ of the employer, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. However, the employer shall terminate an employee when the presence of illicit drugs is confirmed. Employees who have been tested may not use this aspect of the Agreement as a means of protection from disciplinary action.

29.10 **All laboratory reports of a drug test shall include:**

- A. The name and address of the laboratory which performed the test and the positive identification of the person tested (not the employee's social security number), or if applicable, the random number.
- B. Positive results of confirmation tests.

- C. A list of the drugs for which the drug analyses were conducted.
- D. The type of tests conducted and the minimum cut-off levels of the tests.
- E. Any correlation between medication reported by the employee and the confirmation test results.

ARTICLE 30 GRIEVANCE PROCEDURE / ARBITRATION

30.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from an alleged violation of specific terms of the Agreement as provided in this article.

30.2 For the purposes of this Agreement, a grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement, including disagreements regarding discipline. A grievance may be initiated or filed by a bargaining unit employee or the CFPBA.

30.3 The University and the CFPBA encourage the resolution of a grievance at the earliest possible time and step. Nothing herein shall preclude the employee from presenting his/her grievance informally to his/her supervisor; provided, however, that if such informal effort at resolution is unsuccessful, the written grievance must be filed within fourteen (14) days of the occurrence, event, or violation that gave rise to the grievance, or it will be deemed untimely. To that end, the following grievance procedure and time limits shall be adhered to. However, the grievant (whether it is an individual employee or the CFPBA) and management may agree to waive Step 1 in any grievance. Grievances which are filed by the local CFPBA on behalf of the CFPBA itself or the entire bargaining unit (i.e., CFPBA grievance), and/or individual grievances protesting suspension or discharge shall be filed with the Director or his/her designee at Step 2, within the time period prescribed in Step 1.

STEP 1: An aggrieved employee shall present the grievance in writing to his/her immediate supervisor within fourteen (14) days of the occurrence, event, or violation that gave rise to the grievance. If the occurrence, event, or violation that gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other authorized leave, the fourteen (14) day period shall commence immediately upon the employee's return from such authorized leave. The grievance shall be signed and dated by the grievant, the Steward (when representation is authorized by the employee), and the supervisor. The grievance shall state: (a) the date of the alleged occurrence, event or violation; (b) the article(s) of the Agreement violated; (c) a statement of facts pertaining to the occurrence, event, or violation; and (d) the relief requested. The grievant shall discuss the grievance with his/her supervisor. The supervisor shall render his/her decision on the grievance in writing, within five (5) days after presentation of the grievance.

STEP 2: If the grievance is not satisfactorily settled in Step 1, then the grievance will be forwarded to the Director or his/her designee within ten (10) days of receipt of the Step 1 decision or the date on which it was due. If Step 1 was waived, or Step 2 has been designated as the first Step of the procedure, the grievance must be filed within fourteen (14) days of the occurrence, event, or violation. The Director or his/her designee will meet with the grievant, and the CFPBA Representative within five (5) days thereafter. The Director or his/her designee shall render his/her decision on the grievance within ten (10) days of the meeting, in writing, with copies to the grievant and the CFPBA .

STEP 3: If the grievance is not satisfactorily resolved at Step 2, the grievance may be forwarded to the University President or his/her designee no later than ten (10) days after receipt of the

Step 2 decision. The President or his/her designee shall meet with the grievant and the CFPBA Representative within ten (10) days thereafter. The President or his/her designee shall render his/her decision on the grievance within fifteen (15) days of the Step 3 meeting. The Step 3 decision shall be in writing with copies to the grievant and the CFPBA.

ARBITRATION

30.4 If the grievance is not satisfactorily settled in the above procedure, the CFPBA may request arbitration on the matter within fourteen (14) days of receipt of the Step 3 decision or its due date. Written request for arbitration will be made by hand delivery or certified mail.

30.5 Within ten (10) days of notification of intent to arbitrate, the moving party shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Once the list has been received by both parties, the CFPBA and University will alternately strike names from the list until one (1) name remains, and this person will be the arbitrator. The parties may by mutual agreement or by a coin toss, decide which party strikes first.

30.6 As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator shall be provided to the CFPBA and the University. It shall be the obligation of the arbitrator to make his/her best effort to issue a written ruling within thirty (30) days after the hearing. The fees and expenses of the arbitrator shall be borne solely by the losing party. If the arbitrator fashions an award such that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator's fees and expenses. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall be responsible for the compensation and expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing.

30.7 The arbitrator shall confine his/her consideration and determination to the written grievance presented in Step 1 (or at Step 2, if initially filed at Step 2) of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto; nor shall this collective bargaining agreement be construed by the arbitrator to supersede applicable state and federal laws. The arbitrator shall have no authority to determine any other issue and shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement. The arbitrator's decision shall be final and binding on the University, the CFPBA, the grievant(s) and other employees to the extent the decision is in accordance with the arbitrator's jurisdiction and authority under this agreement.

30.8 Nothing in this Agreement shall prohibit the presence of a CFPBA representative at all steps provided in this procedure.

30.9 To the extent allowed by law, non-CFPBA members may avail themselves of all of the procedures under this Article. To the extent permitted by law, the CFPBA shall have no obligation to represent any non- CFPBA member or pay any legal or arbitration fees and/or costs on behalf of any non-CFPBA member who exercises his/her rights under this Article.

ARTICLE 31
DURATION

31.1 **Term.** Except as otherwise provided, this Agreement shall be effective from the date of ratification, and shall remain in effect through June 30, 2020.

31.2 **Reopener.** There will be a reopener in the second and third years of the Agreement, (commencing July 1, 2018 and July 1, 2020), including Article 10 Wages and up to two (2) additional articles selected by each party.

SIGNATURE PAGE

In witness whereof, we the negotiating teams for the parties have set our hands this _____ day of _____, 2019.

For the University:

For the Coastal Florida Police Benevolent Association, Inc.:

Leonard A. Carson
Chief Negotiator

Greg Forhan
General Counsel/ Chief Negotiator
Coastal Florida Police Benevolent Association,
Inc.

Shari Shuman
Vice-President – Admin and Finance

Frank Mackesy
Director, Safety and Security

Greg Catron
Director, Employee and Labor Relations

Approved this _____ day of _____, 2019.

David M. Szymanski, Ph.D.
President

APPENDIX A

**UNIVERSITY OF NORTH FLORIDA
DUES DEDUCTION AUTHORIZATION**

SOCIAL SECURITY NO. _____

I hereby authorize you to deduct \$ _____ per pay period from my salary from the University of North Florida for dues/uniform assessments, until further notice by me, and pay same to the Coastal Florida Police Benevolent Association, Inc.

Date _____, 20__

Signature of Employee _____

Name in Full (Print or Type) _____

EFFECTIVE DATE _____