Issue: Review the articles reopened under the 2004-2007 University of South Florida/West Central Police Benevolent Association Collective Bargaining Agreement.

Proposed action: Approve and support the Articles as presented prior to the request for ratification from the University Board of Trustees.

Background information: According to the 2004-2007 CBA (Article 33 – Duration) between USF and PBA, up to three Articles, excluding wages, shall be subject to renegotiation in the second and third year of the Agreement. The Articles submitted as supporting documentation are the result of the reopener negotiation sessions conducted this summer between USF and PBA, have been ratified by their membership, and are awaiting a vote for ratification from our UBOT. Upon ratification by the UBOT, the revised articles would be officially adopted and included in the CBA.

Workgroup Review: Finance and Audit Workgroup
Supporting documentation: Yes (Articles 15, 21, and 24 of the USF/PBA Collective Bargaining Agreement
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Article 15

Workday and Workweek

15.1 Workweek.

A. The normal workweek for each full-time employee shall be forty (40) hours. The University may establish an alternative work schedule which shall not exceed eighty (80) hours in a fourteen (14) day work cycle. Prior to implementing an alternative work schedule, the University shall provide the PBA with the proposed alternative work schedule and a list of those employees affected. The PBA may consult with the University over the proposed alternative work schedule. An alternative work schedule shall not be implemented by the University until consultation with the PBA has occurred. The implementation of an alternative work schedule over the objection of PBA may be the subject of a reopener negotiation in addition to Article 33.

B. Employees shall be compensated for all hours worked. The term "hours worked" shall include only hours assigned and actually worked including active duty, court time, and call back. Travel time to and from work or to and from court on off duty hours shall not be considered hours worked. Except during emergency situations, the regular hours of work each day shall include a one-half (1/2) hour paid lunch period for all sworn employees. During the lunch period the employee is on-duty. Employees with an administrative assignment shall remain within ten (10) minutes driving time of campus.

C. When required hours of work exceed forty (40) during a workweek, unless otherwise agreed under Section 15.1A, compensation for overtime worked shall be in the form of cash payment unless the employee and the supervisor agree that the employee be credited with compensatory leave.

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

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

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

15.3 Special Compensatory Leave.

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

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

A. When an employee works an event for which the Department is reimbursed at a premium rate of pay, and such event is outside the employee's regularly scheduled workweek, and a holiday(s) occurs or the employee uses sick leave, annual leave, or uses administrative leave in that workweek, such employee will usually receive premium (time and a half) pay for hours worked at that event. The University has the right to control costs and prevent abuse of this provision. The right to receive premium pay when using leave will be governed by general order. Further, the hours for which premium pay is received shall not be counted as hours worked for the purpose of calculating overtime for that workweek.

B. An employee reporting to a special duty event, described in Section 15.4A, shall be guaranteed two (2) three (3) hours of premium pay if an event is canceled or concluded prior to the end of the two hour period. An employee's failure to adhere to the Department's procedures for determining the status of the event prior to reporting for such duty will cause the employee to lose eligibility for the guaranteed two (2) three (3) hours. If, after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed two (2) three (3) hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed two hour period.

Article 21
Uniforms and Equipment

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

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

A. Gun belt, 2 1/4 inches in size as appropriate for the individual;

B. Firearm and level two (2) retention holster; three (3) magazines and an approved case for spare ammunition; and,

C. Handcuffs and case, pepper spray and case, baton and case, latex gloves and case, radio and radio case, and belt keepers.

21.3 Uniform Maintenance and Shoe Allowance. The University will provide employees who are furnished and required by the University to wear a uniform, a uniform maintenance allowance in the amount of $367.50 $382.50 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of $157.50 $172.50 annually, unless shoes are furnished by the University.

21.4 Clothing Allowance. Employees assigned to full-time plain-clothes positions shall receive a clothing allowance in the amount of $420.00 $435.00 annually, and a shoe allowance in the amount of $157.50 $172.50 annually, unless shoes are furnished by the University.
Article 24

Benefits

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

24.2 Death In The Line Of Duty Benefits. Funeral and burial expenses, education benefits, and the State Employees Group Health Self-Insurance Plan premium for the employee’s surviving spouse and children will be provided as per applicable Florida Statutes.

24.3 Retired Employees.

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

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

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

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

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

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

A. Upon promotion, a framed certificate certifying the promotion;

B. Awards for bravery and outstanding service;

C. Service awards through the use of framed certificates, patches, or pins recognizing years of service with the University, specifically recognizing fifteen (15), twenty (20), and twenty-five (25) years of service; and

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