

1 **TEAMSTERS RE-OPENER AGREEMENT**
2 **(2005)**

Collective Bargaining Agreement

between

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

and

TEAMSTERS LOCAL UNION 512

2004-2007

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3 **ARTICLE 9**
4 **WAGES**
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6 9.1 General Increases: Effective August 1, 2005, each eligible employee shall receive
7 a four and six hundredths percent (4.06%) across-the-board increase on his/her July 31, 2005
8 base rate of pay. Salary increases for eligible part-time employees shall be prorated
9 accordingly. Eligible employees are those who are, at a minimum, meeting their required
10 performance standards.
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12 9.2 Step Pay:

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14 Employees will receive the following annual pay adjustment upon the anniversary of their
15 employment date at the University Police Department. These pay adjustments are not
16 retroactive and only affect employees' upcoming anniversaries.
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18 One year anniversary	One hundred dollars (\$100.00)
19 Two year anniversary	Two hundred dollars (\$200.00)
20 Three year anniversary	Three hundred dollars (\$300.00)
21 Four year anniversary	Three hundred dollars (\$300.00)
22 Five year anniversary	Three hundred dollars (\$300.00)
23 Six year or greater anniversary	Three hundred dollars (\$300.00)

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30 9.3 Employees whose salaries are funded from a contract, grant, auxiliary, or local
31 fund shall receive salary increases equivalent to employees whose salaries are funded from
32 E&G sources, provided that such salary increase funds are available within the contract, grant,
33 auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the
34 contract or grant, or in the event adequate funds are not available, the President or his designee
35 shall seek to have the contract or grant modified to permit such increases.
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37 9.4 Field Training Officer Assignment: The University shall provide a salary additive
38 for any employee it selects for Field Training Officer assignment. Employees who are selected
39 for such assignment shall receive an increase in his/her base rate of pay of five percent (5%)
40 during the period of the assignment.
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42 9.5 Working in a Higher Class / Acting Rank: An employee who is designated by the
43 Director or his designee to temporarily perform a major portion of the duties of a position in a
44 higher classification, grade, or rank than the employee's current classification, grade, or rank
45 shall receive a pay increase upon completion of the first five (5) consecutive days assigned,
46 retroactive to the first day of the assignment. Said employee shall receive a pay increase to the
47 minimum of the higher classification, grade, or rank, or five percent (5%) above the employee's
48 current base rate of pay, whichever is greater.

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2 9.6 Promotions: An employee promoted to a higher classification, grade, or rank shall
3 receive a pay increase to the minimum of the higher grade, classification, or rank, or five percent
4 (5%) above the employee's current base rate of pay, whichever is greater.
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6 9.7 All employees covered by this Agreement shall be paid in full no less than bi-
7 weekly and provided a comprehensive pay stub. Shortages or overages involving more than
8 \$25.00 shall be corrected within three (3) workdays. All other errors will be corrected on the
9 following bi-weekly paycheck.
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12 **ARTICLE 10**
13 **WORK PERIOD / OVERTIME**
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15 10.1 The work period for employees shall be a period of fourteen (14) consecutive days
16 and the regular work schedule during that period shall consist of eighty (80) hours.

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

19 B. Employees assigned to eleven and one-half (11 ½) hour work days will
20 work a rotating day off schedule allowing for four (4) or five (5) consecutive work days followed
21 by four (4) or five (5) consecutive days off.

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

24 D. Except in the case of an emergency, no other work cycle or schedule will be
25 implemented by the University until the conclusion of negotiations over those proposed work
26 cycles or schedules.
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28 10.2 Employees shall be compensated at time and one-half for all hours worked in
29 excess of eighty (80) hours in a work period. Compensation shall be in the form of cash, unless
30 the employee and the Director agree that the employee shall receive compensatory leave. Any
31 compensated leave or time off as provided for by this Agreement shall be considered as time
32 worked in the computation of overtime unless such leave exceeding three (3) hours is taken on
33 the same day as the overtime is worked. If compensated leave is taken in excess of three (3)
34 hours on a day that overtime is worked, those overtime hours will be reduced by the amount of
35 leave taken.
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37 10.3 An employee's workday shall not be split into two (2) or more segments without
38 the agreement of the employee, except in a declared emergency or to meet unforeseen law
39 enforcement needs.
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41 10.4 An employee shall be given fourteen (14) days notice of a change in the
42 employee's work cycle, work hours, or days off except if agreed to by the employee or in a
43 declared emergency or to meet unforeseen law enforcement needs.
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45 10.5 An employee who rotates to a different shift shall receive a minimum of twenty four
46 (24) hours off between the end of the current shift assignment and the beginning of the new shift
47 assignment except in case of a declared emergency or to meet unforeseen law enforcement
48 needs.

- 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.
 - 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 23 PERFORMANCE EVALUATIONS

23.1 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.

23.2 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.

23.3 All evaluations must be rated as:

A. Exceeds Performance Standards: The overall performance period must have been consistently above and beyond the requirements of the position and have significantly contributed to the betterment of the unit, division, and/or University. Written comments explaining how this rating was earned should be given.

B. Achieves Performance Standards: The overall performance during the evaluation period must have consistently met the requirements and standards of the position.

C. Below Performance Standards: The overall performance during the most recent period, not to exceed sixty (60) days, must have been below the requirements and standards established by the job description. No annual performance appraisal should reflect this rating.

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

1 with a Union representative before being questioned. If the employee waives Union
2 representation, such waiver must be done in writing.

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4 27.4 The parties endorse the principle of progressive discipline, whereby the
5 progression set forth below will normally be observed for similar violation(s) after an initial
6 discipline has been established. The normal progression of discipline shall be as follows:

- 7 A. Oral reprimand
- 8 B. Written reprimand
- 9 C. Suspension
- 10 D. Demotion
- 11 E. Termination

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

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16 27.5 Any oral reprimand shall have no effect after one (1) year from the date issued
17 and shall be removed from the employee's file where permissible by law. Any written reprimand
18 shall have no effect after two (2) years from the date issued and shall be removed from the
19 employee's file where permissible by law. Oral reprimands may be grieved through Step 1 of
20 the grievance procedure. Written reprimands may be grieved through Step 2 of the grievance
21 procedure. All other disciplinary action may be grieved through the entire grievance/arbitration
22 procedure.

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24 27.6 Any and all investigations and/or interrogations shall be conducted in accordance
25 with the Law Enforcement Officer's Bill of Rights, state statute, and federal case law.

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27 27.7 No employee shall be required to submit to a polygraph test or any other device
28 used to measure the truthfulness of responses during an investigation of a complaint unless
29 authorized by statute.

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31 27.8 When a complaint of misconduct is made against any employee, said complaint, if
32 possible, must be in writing and signed by the charging party. The complaint must contain
33 specific details of the charged conduct.

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35 27.9 The findings of an Internal Affairs Investigation shall be labeled "sustained" (the
36 allegation is supported by sufficient evidence to prove that a policy violation has occurred), "not
37 sustained" (insufficient evidence either to prove or disprove the allegation), "unfounded"
38 (allegation is false or not factual), "exonerated" (incident occurred but was proper and within the
39 scope of policy), or "Policy Revision" (the action of the agency or officer was consistent with
40 agency policy; however, the policy requires amending or revision). No other terminology may
41 be used. Only "sustained" findings may be inserted into an employee's personnel file.

42
43 27.10 Upon completion of any internal investigation, the officer against whom the
44 complaint was made shall be notified in writing. Should the internal file be requested by any
45 public party, every reasonable effort will be made to notify the involved officer(s) as to the
46 identity of the requesting party, and the date and time as to when the file will be made available.
47 If, however, said officer(s) cannot be notified within twenty-four (24) hours, the requested

1 information will be provided within the limits of governing statutes, court orders, etc. In such
2 cases, officer(s) will be notified in writing that information from their files was released.

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4 27.11 The Department and the University will comply with applicable court orders and
5 Section 119.07(3)(i),FS, and until otherwise directed by court order, will not reveal the home
6 address, telephone number, social security number, photographs, or places of employment of
7 the spouses and children of such personnel; and the names and locations of the school and day
8 care facilities attended by the children of such officers.

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10 27.12 The probationary period for new hires as a sworn Law Enforcement Officer shall
11 be for a period of twelve (12) months, beginning upon completion of the Field Training Program.
12 During this probationary period, any new hire whose performance does not meet the required
13 work standards may be dismissed without recourse to the grievance and arbitration procedure
14 contained in this Agreement.
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