



# UCF Board of Trustees

September 27, 2024

## Agenda Item

GOVC-2: Amendments to the Collective Bargaining Agreement 2024-2027 Between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association (PBA)

## Proposed Action

The Board of Trustees is asked to approve, on its nonconsent agenda, ratification of the proposed amendments to the Collective Bargaining Agreement 2024-2027 Between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association (PBA).

## Authority for Board of Trustees Action

BOG Regulation 1.001(5)(a),(b)

Board of Trustees Policy Presidential Authority and Delegation, Section 5(e)

### Supporting Documentation Included

Attachment A: Collective Bargaining Agreement 2024-2027 Between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association (PBA) (redline)

### Facilitators/Presenters

Maureen Binder, Associate Vice President and Chief Human Resources Officer

## Summary of Key Observations/Recommendations

This full book contract contains the following changes from the 2023-2024 agreement:

- In Article 6, Internal Investigations and Disciplinary Action, specific Florida Statutes are listed as it pertains to internal investigations of Law Enforcement Officers.
- In Article 8, Grievance and Arbitration, language was added to file grievances within working days instead of calendar days, and the University will provide the union with university closure dates. Grievances are now permitted to be emailed so long as they are also personally delivered. The grievance period changed from 10 calendar days to 15 working days. Corrective language was also added to reflect grievances should go to the Chief HR Officer. Both parties now have 15 working days instead of 7 calendar days to make a request to use Federal Mediation and Conciliation Services (FMCS) for selection of an arbitration panel. The arbitrator must be regional. When a grievance applies to a group of employees, the grievance shall be presented in writing to the Police Chief within 15 working days versus 10 calendar days.
- In Article 11, Health and Safety and Physical Fitness, the period to take the physical abilities test changed from November 15 through April 15 to January 15 through June 15 and the department agrees to make reasonable efforts to accommodate any bargaining unit member no less than 3 make up days no closer than 20 days apart. The bargaining unit member's physician versus a university physician will determine the nature of an employee's injuries for the physical abilities test. Language was removed regarding compensation time for receiving the COVID-19 vaccination.
- In Article 13, Workday, Work Period, and Overtime, sections 3.2 and 3.3 were removed and inserted into Article 17.
- In Article 15, Training Opportunities, the University, and the union agree to work together on developing a Career Development Program during the contract year 2024-2027.
- In Article 17, Proceedings and Call-Back, the name of the article was renamed to "Proceedings, Call-Back and Call-Out" to reflect the inclusion of the articles that were removed from Article 13 and subsequently inserted as section 3.2 and 3.3 of this article. Language was changed to reflect that bargaining unit members shall be compensated for all hours mandated to remain on duty instead of on university property. An additional section was added to define the term "compensated" and UCF policies and regulations are included for reference.
- In Article 29, Wages, Increases are contingent upon the University receiving new recurring funding legally available to be expended on salaries.
  - FY 24-25: Market Equity Pay Adjustment to \$2,500, One-Time Seniority salary adjustment of \$400/year of service at rank Officer, \$600/year of service at rank Corporal, \$800/year of service at rank Sergeant on 10/11/2024. One-time supplements not to exceed \$7,500.
  - FY 25-26: contingent upon the University receiving new recurring funding, Market Equity Pay Adjustment to \$2,500, One-Time Seniority salary adjustment of \$350/year of service at rank Officer, \$525/year of service at rank Corporal, \$700/year of service at rank Sergeant on 10/10/2025.
  - FY 26-27: contingent upon the University receiving new recurring funding, Market Equity Pay Adjustment to \$1,000, One-Time Seniority salary adjustment of \$300/year of service at rank Officer, \$450/year of service at rank Corporal, \$600/year of service at rank Sergeant on 10/9/2026.

- Special Unit Pay assigned to part-time specialty units receive a one-time stipend of \$1,000 in the first December pay period.
- K-9 handlers receive an additional 60 minutes of compensable time per calendar day from the previous 45 minutes.
- In Article 32, Duration, there will be no reopeners during the duration of the contract (October 1, 2024 – September 30, 2027) unless the parties mutually agree to reopen any Articles if the need arises. MOUs (Memorandum of Understanding) will be used for amendments without having to be ratified by bargaining unit members.
- Exhibit A, grievances are permitted to be received by email, as long as it is also personally delivered.
- Exhibit B, grievances are permitted to be received by email, as long as it is also personally delivered.
- Exhibit C, grievances are permitted to be received by email, as long as it is also personally delivered. Corrective language was also added to reflect grievances should be delivered to the Chief HR Officer.

All other articles remain status quo. The parties will not come back to the table until 2027 unless the two parties mutually agree.

### **Additional Background**

Florida Board of Governors Regulation 1.001(5)(b) provides that each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters. Currently, 62 law enforcement officers at the University of Central Florida are represented for purposes of collective bargaining by the Central Florida Police Benevolent Association.

Under the Board of Trustees' Policy on Presidential Authority and Delegation, the Board delegated the administration of collective bargaining agreements and matters to the President, who assigns a collective bargaining team to negotiate agreements. The collective bargaining team for this union is comprised of management and the human resources director and coordinator for the Police Department, and representatives from UCF General Counsel and central human resources. The Chief Human Resources Officer serves as the chief negotiator on behalf of the university.

### **Implementation Plan**

We expect that the changes to Articles 6, 13, and 17 will solidify the excellent partnership we have with our PBA officers/members as they clarify our current practices. Article 15 will be implemented during the three-year term of the agreement and will provide professional growth opportunities for the LEOs. Regarding the Wage and Duration Articles, 29 and 32, upon approval from the Board of Trustees, the changes will be uploaded into Workday and will be reflected in paychecks in October 2024.

### **Resource Considerations**

The total fiscal impact of the collective bargaining agreement is \$1,054,039.18, including fringe benefits, for the entire three-year contract to be funded by the Education and General Funds provided to UCF from the State of Florida.