

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this ___ day of 12/15/2022 | 12:52 EST, 2022, by and between the University of South Florida Board of Trustees ("USF" or "the University"), on behalf of its Police Department (the "Department"), and the West Central Florida Police Benevolent Association ("PBA") (collectively, the "Parties"), as follows:

WHEREAS, USF and PBA are Parties to a Collective Bargaining Agreement ("the Agreement"), which is effective through February 28, 2023; and

WHEREAS, the Parties engaged in reopener negotiations and reached an agreement to amend Article 23, entitled "Wages," and agreed to the terms of a General Order over the subject of Shift Bid.

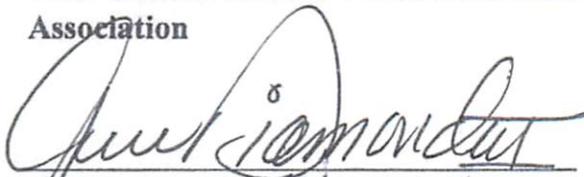
NOW, Therefore, the Parties understand and agree as follows:

1. To amend Article 23 as attached as Exhibit "A"; and
2. To implement the General Order over the subject of Shift Bid as attached as Exhibit "B".

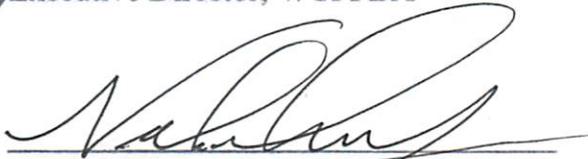
IN WITNESS WHEREOF, the Parties have caused this MEMORANDUM OF UNDERSTANDING to be signed by their respective representatives this ___ day of 12/15/2022 | 12:52 EST, 2022

For:

West Central Florida Police Benevolent Association



Jim Diamond
Executive Director, WCFPBA



Nick Marolda
Chief Negotiator

For:

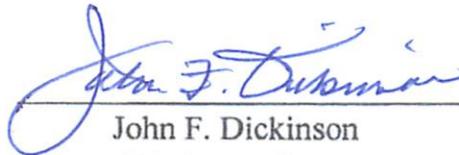
University of South Florida Board of Trustees

DocuSigned by:

Rhea F. Law

D70CAC2969704A4...

Rhea F. Law
President, University of South Florida



John F. Dickinson
Chief Negotiator

Approved as to Form and
Legal Sufficiency


Attorney, USF

EXHIBIT A

Article 23

Wages

- 23.1 Effective on the first pay period following the date of the ratification by the Board of Trustees the University will provide a \$4,000 market merit increase to the base annual wages of bargaining unit employees who, on the date of ratification of the Agreement by the Board of Trustees, meet all of the following criteria:
- A. They do not have an overall rating of "Needs Improvement" or "Unsatisfactory" on their last evaluation of record;
 - B. They have been employed by the University in an established position as of the date of ratification by the Board of Trustees; and
 - C. They do not have an open Performance Improvement Plan.
- 23.2 Nothing contained herein shall prevent the University from providing salary increases beyond the increases specified above, including but not limited to increases in starting salaries. Any such increases are at the sole discretion of the University, which shall retain this authority for the duration of this Agreement and which will further continue upon its expiration. The University will issue a report or other appropriate notification to PBA on a quarterly basis indicating: (1) the amount of increase paid; (2) the rank of the employee receiving the increase; and (3) the location of the employee's primary assignment (i.e. USF-Tampa, USFSP).
- 23.3 In order to remain competitive in recruitment and hiring, while attracting qualified candidates, the University reserves the right to offer a salary in excess of the normal compensation rate. Such an offer does not affect that employee's seniority.

EXHIBIT B

UNIVERSITY OF SOUTH FLORIDA POLICE DEPARTMENT**GENERAL ORDER**

 UNIVERSITY of SOUTH FLORIDA	SUBJECT: Shift Bid		I -
	CHIEF OF POLICE – Christopher L. Daniel		
	EFFECTIVE DATE: TBD	RESCINDS:	PAGES: 1 of 3

I. PURPOSE

The purpose of this general order is to establish procedures as it pertains to Shift bid for the Uniform Patrol Division within the University of South Florida Police Department (USFPD).

II. DISCUSSION

While management reserves the right and responsibility to assign personnel depending on the needs of the organization, management also recognizes that when operationally practicable, personnel should have the opportunity to work a shift conducive to their specific situation. Pursuant to this philosophy, uniform patrol personnel will be afforded the opportunity to bid for their preferred shift in uniform patrol based upon their seniority in their specific classification, subject to any limitations described herein.

III. POLICY

- A. The number of positions on each shift and on each patrol squad shall be consistent with the 12 hour shift (days or nights) and the needs of the department, as determined by the Chief of Police. Some positions may be filled by probationary officers to balance distribution and to assist in training. Accordingly, the department may, at its sole discretion, exclude from the bid process up to two officer positions per squad. Only the Chief/designee has the authority to issue, revise, or rescind a policy or procedure promulgated by general order or standard operating procedure.
- B. Personnel with special skills certification may be distributed without regard to the bid process if such bid process results in a lack of such skills availability to a particular shift.
- C. Newly promoted supervisors on probationary status are excluded from the bid process. Supervisors will become eligible upon successful completion of their probationary period.
- D. Officers who successfully complete the Field Training Evaluation Program (FTEP) are excluded from the bid process for 12 months from completion date.
- E. Scheduling hardship situations will be handled on a case-by-case basis. Such requests must be submitted through the chain of command to the Division

Commander. Such requests shall be articulated in a department memo and must include the nature of the hardship and the length of time needed to resolve it.

IV. PROCEDURE

A. Eligibility

On or about November 2nd each year, all members eligible for the shift bid will be ranked by their seniority in class date.

B. Selection

The employee may, at his/her option, place his/her bid electronically with 4 options listed in order of preference.

1. Bidding will begin with Sergeants until all Sergeants have completed the bid process, then Corporals, then Police Officers until all slots have been filled.
2. Selection will be for a 1-year rotation in the upcoming calendar year.
3. Shift change will occur on or about January 7th.
4. The Department will honor selections unless it is unable to fill a designated slot with a qualified employee or in order to adequately staff the positions on each patrol shift (example; a shift has unfilled vacancies upon the completion of the bid process). The Department will notify in writing any employee whose preferred shift cannot be honored due to the needs of the department.

C. Assignment

1. The department may, at its sole discretion, exclude from the bid process up to two officer positions per squad.
 - a. Officers who fall within 12 months of successful completion of the FTEP will be assigned to these positions, at the discretion of the Chief or designee.
2. Newly promoted supervisors will be assigned to a 6 month day rotation and 6 month night rotation within their probationary period.
 - a. The 6 month block assignment will not occur in any specific order.
 - b. This action may temporarily displace a supervisor with seniority who selected a respective shift.
3. Once the employee completes the assignments respective of their class, they will be ranked according to seniority in that class.

4. In the event that two or more personnel have the same Rank Seniority which is the same date of promotion to the rank, the employee with the most Rank Seniority held in the next lower rank shall have preference.

D. Transfer

1. All transfers remain subject to the approval of the Police Chief or designee.
2. Transferred personnel will be placed in an available position commensurate with their seniority if a position is open.
3. An employee may request a transfer to a shift that has a vacancy.
4. Upon a mutual agreement between two employees of like class a request to switch shifts may be granted at the discretion of the Police Chief or designee.

DEFINITIONS

Amend: To alter by adding, deleting, or rephrasing. To improve, make better. To remove faults or errors, rectify.

Chain of Command: The unbroken line of authority extended from the Chief of Police through a subordinate at each level of command.

Command Staff: Sworn USFPD members holding the rank of Captain or above.

Department: The University of South Florida Police Department.

Supervisor: All members with delegated authority to oversee or supervise others in the accomplishment of their tasks.

University: The University of South Florida

AUTHORITY/RELATED REFERENCES

Policy Review Form

END OF GENERAL ORDER