



Item: PC: A-1

**Tuesday, March 11, 2014**

**SUBJECT:** Approval of 2013-2016 FAU BOT/PBA Collective Bargaining Agreement

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**PROPOSED BOARD ACTION**

Ratify the proposed 2013-2016 Collective Bargaining Agreement between the Florida Atlantic University Board of Trustees and the Police Benevolent Association Union of Palm Beach County ("PBA").

**BACKGROUND INFORMATION**

The current PBA contract expired September 30, 2013. The administration and the union have been negotiating since its first session on March 18, 2013, addressing each article in the agreement. The parties reached a tentative agreement on a new three year contract with changes to 9 out of the 33 articles in the current ratified agreement.

The new Collective Bargaining Agreement will be in effect until June 30, 2016. Amendments address protective vests, performance evaluations, overtime calculation, call-in hours, holiday pay, wages, shift selection, shift differential pay, and reimbursement allowances. Each side may choose to reopen and negotiate up to two articles and salaries for the 2014-15 and 2015-16 contract years.

The new Collective Bargaining Agreement has been ratified by the membership of the PBA and unanimously recommended for approval by this Board's Personnel and Compensation Committee. The final agreement must be presented to the Board for ratification as the statutory employer.

**IMPLEMENTATION PLAN/DATE**

Effective upon Board of Trustees ratification.

**FISCAL IMPLICATIONS**

PBA employees' salary increase funded by the FAU E&G Budget, and auxiliary funds.

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Supporting Documentation: Collective Bargaining Agreement Amended Articles

Presented by:

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ARTICLE 13  
HEALTH AND SAFETY

13.1 Policy.

The University shall make every reasonable effort to provide employees a safe and healthy working environment. The University and the PBA agree to work cooperatively toward reducing job-related injuries and Workers' Compensation costs by encouraging improved safety measures.

13.2 Employee Health and Safety.

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

(b) Any employee who becomes aware of a work-related accident shall immediately notify the supervisor or the supervisor's designee of the area where the incident occurred.



(c) When an employee believes an unsafe or unhealthy working condition exists in the work unit, the employee shall immediately report the condition to the supervisor or the supervisor's designee. The University shall investigate the report and respond to the employee.

13.3 Vehicles and Equipment.

(a) Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the University. When employees are required to utilize bicycles, scooters, golf carts, all-terrain vehicles, or other similar vehicles, such vehicles shall be operated in accordance with their stated warranty and the officer shall be properly trained in the operation of such vehicle.

(b) Where the University has determined that an employee should be provided with a police baton, OC spray, electric restraining device, or other such weapon as the University deems appropriate, such employee shall be properly trained by a certified instructor in its use.

(c) The University shall provide its employees with custom-fitted bullet resistant vests. Vests shall be replaced as per the stated warranty. The wearing of these vests while performing patrol duties is mandatory. ~~is at the~~

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For the FAU Board of Trustees For the PBA

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~~discretion of the employee, however, employees are strongly encouraged to wear the vest at \_\_\_\_\_ all times when on duty, and ~~the University reserves the right to~~ may require the wearing of the vest at other times under specified conditions or special circumstances. The vest must be accessible at all times while on duty. Employees may use any University provided vest carrier.~~

13.4 Firearms.

(a) The University shall provide its employees with a semi-automatic firearm. The type of semi-automatic firearm shall be at the University's discretion. The University will attempt to provide a semi-automatic firearm which is suitable to the employee's stature and hand size.

(b) In order to promote safety in the use of firearms by employee, the University guarantees that each employee is allowed to fire his/her firearm in an approved course at least once every twelve (12) months, at no cost to the employee. Such training shall be for the purpose of qualifying in the use of firearms.

(c) 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.

13.5 The parties agree that for safety reasons and for the distribution of experience needed on all shifts, probationary bargaining unit employees must not comprise more than half of the employees on any shift. If after shift selections, probationary employees do make up more than half of the employees on a shift, employees will be given a second opportunity to select shifts in compliance with this provision. If the bargaining unit then fails to select shifts accordingly, management may assign shifts (starting with the least senior employee first) in order to comply with this provision and Article 25, Seniority.

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ARTICLE 14  
PERFORMANCE EVALUATIONS

14.1 Performance Evaluations.

(a) Performance evaluations shall ordinarily be made by the employee's immediate supervisor who shall be responsible for the timely evaluation of the employee. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the next higher level administrator.

(b) The employee shall be provided with information regarding the basis of the evaluation. Performance ratings shall be based on an analysis of the employee's actual job performance which may include statistical data and comparison to averages. ~~Numerical-  
arrest, citation, or violation~~ No minimum quotas will not be used as the principal basis for determining the overall level of rating for any employee and each employee will be evaluated without comparison to other employees.

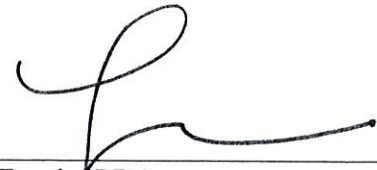
(c) The University will make a good faith effort to provide employees and supervisors with training in performance evaluation procedures.

(d) When a non-probationary employee's job performance falls below the established standards of the job, the supervisor will, as soon as practical, advise that employee in writing in order to provide an opportunity for that employee to improve his or her performance. The written notification may be in memorandum form or may be verbal counseling documented in the supervisor's file.

(e) Where an employee has completed their probationary period in the class and does not meet performance standards, the University shall develop a performance plan intended to correct performance deficiencies.

(f) Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher-level, above any person involved in the evaluation process, concerns regarding the evaluation which rates the employee as not meeting performance standards. These reviews shall ensure that the performance evaluation was not done in an arbitrary or capricious manner.

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(g) An employee who has not demonstrated adequate improvement in performance after ninety (90) days from receiving the improvement plan may be either demoted or terminated for not meeting performance standards. A decision that adequate improvement has not occurred must be reviewed and approved by the evaluator's supervisor.

14.2 Grievability. A grievance may be filed only by an employee who has completed the probationary period in his/her current class who is demoted or terminated for an evaluation of not meeting performance standards pursuant to the provisions of Article 7.

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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 alternate the work schedule, which shall not exceed eighty (80) hours in a fourteen (14) day work cycle.


B. When required hours worked exceed forty (40) during a workweek, unless otherwise agreed under Section 15.1(A), compensation at the rate of time and one-half for overtime worked shall be in the form of cash payment unless the employee and the chief or designee agree that the employee be credited with compensatory leave. ~~For the purposes of this article, hours worked shall include actual hours worked and approved vacation days and holidays~~ Hours worked shall be calculated in accordance with the Fair Labor Standards Act.


C. If the employees on a campus are notified of a permanent change in the regular workweek schedule, the affected employees on that campus may hold an advisory vote of approval. If seventy-five percent (75%) of those voting disapprove of the change, the result shall be considered an official request by the PBA to the University to reconsider the schedule change.

D. When circumstances permit, 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 start of the new shift assignment, except when an emergency situation does not permit.

E. Except in the case of an official emergency or to meet unforeseen law enforcement needs, the University shall not require employees to work overtime for special events on the days of scheduled twelve (12) hour shifts. Officers may volunteer to work special events with supervisory approval, not to exceed a sixteen (16) hour workday.

F. Employees working a full time schedule shall normally have a scheduled meal break of thirty (30) minutes and two (2) fifteen (15) minute breaks, one in the first half of the shift and the other in the second half of the shift. These breaks will be considered

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work time. Employees may be called to return to duty during these periods.



G. Should an employee have to use administrative leave, it will be granted in increments of no more than the hours in the employee's normal scheduled work day.


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 Events.

An employee reporting for duty to a special event outside their regular work hours shall be guaranteed ~~two-three~~ (23) hours of pay if an event is canceled or concluded prior to the end of the ~~two-three~~ (23) hour period covered by the guaranteed pay provision. 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-three~~ (23) hours. If, after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed ~~two-three~~ (23) hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed ~~two-three~~ (23) hour period.

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For the FAU Board of Trustees For the PBA

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ARTICLE 17  
LEAVE AND HOLIDAYS

17.1 Policy Overview. Employees will be granted leave in the manner provided by the prevailing University policy applicable to SP employees.

17.2 Employees in the unit will be granted the same number of holidays provided by prevailing University policy applicable to SP employees.

17.3 When a recognized State holiday falls on an employee's regular day off, the employee will receive special compensatory leave equal to the hours in the employee's regularly scheduled work day.

17.4 Employees who are required to work on a recognized State holiday shall receive regular double time pay for all hours worked. ~~In addition, the employee shall receive special compensatory leave equal to the hours in the employee's regularly scheduled work day.~~

17.5 Each employee shall be entitled to one (1) personal holiday per University fiscal year in accordance with Personnel Policies. If the day is not taken by the end of the fiscal year, it will be forfeited.

17.6 Employees who are required to work on a designated FAU holiday shall receive regular double time pay for all hours worked. ~~In addition, the employee shall receive holiday compensatory leave equal to the hours in the employee's regularly scheduled work day.~~

17.7 When a designated FAU holiday falls on an employee's regular day off, the employee will receive holiday compensatory leave equal to the hours in the employee's regularly scheduled work day.

17.8 Special and Holiday Compensatory Leave.

A. An employee may accumulate up to one hundred twenty (120) hours of special ~~or holiday~~ compensatory leave except that unused special ~~or holiday~~ compensatory leave may be paid out by the University at any time. ~~Unused holiday compensatory leave will be paid out by June 30<sup>th</sup> of each calendar year.~~

B. When an employee has accumulated one hundred twenty (120) hours of special ~~or holiday~~ compensatory leave, the supervisor may require an employee to use any part of the employee's accrued special compensatory leave in increments equivalent

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to the number of hours of work in an employee's regular scheduled workday. Normally, an employee will be given fourteen (14) days notice when required to use special compensatory leave.

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ARTICLE 23  
WAGES

23.1 2013 Legislative Salary Increase.

A. In accordance with the Florida Legislative guidelines from Ch. 2013-40, Florida Laws, each eligible employee who qualifies for a "competitive pay adjustment" as defined by law shall receive an increase effective October 1, 2013 consistent with the law.

B. Eligible employees earning \$40,000 a year or less will receive an increase of \$1,400 to their annual base salary, adjusted for full or part-time status. Eligible employees earning more than \$40,000 a year will receive an increase of \$1,000 to their annual base salary, however the increase for employees in this category must result in a base salary of at least \$41,400 a year.

C. In order to be eligible for this 2013 Legislative Salary Increase, employees must: (1) have been continuously employed at FAU since July 1, 2013; (2) be meeting required performance standards during the one year period immediately preceding the increase; and (3) have not received an overall appraisal ratings of "Needs Improvement" or "Below Standards" during the one year period immediately preceding the increase.

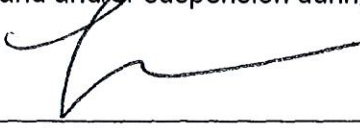
23.2 2013 FAU BOT Salary Increase.

A. The Board of Trustees has committed additional funds to provide eligible bargaining unit employees with a merit salary increase. Increases will be effective on the date of ratification and calculated from the employee's base salary on September 30, 2013.

B. The base salary increase amount will be based on the overall performance rating on the most recent eligible performance evaluation. Eligible employees with an overall Meets (Achieves) will receive 3%; eligible employees with an overall Exceeds rating will receive 7%, and eligible employees with an overall Outstanding rating will receive 11%.

C. In order to be eligible for this 2013 FAU BOT Salary Increase, employees must: (1) have been continuously employed at FAU since July 1, 2013; (2) have received an overall evaluation rating of Meets (Achieves), Outstanding, or Exceeds on the last evaluation made during the one year period immediately preceding the increase; and (3) have not received a disciplinary action of written reprimand and/or suspension during the

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twelve months immediately preceding the effective date.

23.3 Additives for Special Assignments.

A. When a Corporal or Law Enforcement Officer is utilized to train a new employee as part of the department's Field Training Program, the employee trainer will be compensated an FTO additive during the period of assignment at \$15.00 per day.

B. In order to be eligible to receive the FTO additive, the Corporal or Officer must have successfully completed the state approved Field Training Officer course.

C. Each employee assigned to Motors (motorcycle patrol) shall be paid an additional five percent (5.0%) of base pay during such assignment.

D. Each employee assigned to the department's bicycle patrol function shall be paid an additional five percent (5.0%) of base pay during such assignment.

23.4 Pay Ranges.

The pay ranges for each of the respective ranks will be as follows:

Officer: \$38,800 - \$54,500  
Corporal: \$39,500 - \$62,000  
Sergeant: \$40,000 - \$72,000

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ARTICLE 25  
SENIORITY

25.1 Definition. For the purposes of this Article, "seniority" shall be defined as continuous service in the job classification; provided, however, that any unauthorized absence for three (3) or more consecutive days shall be considered a break in service.

25.2 Seniority Application. The University agrees that Seniority shall govern the following matters unless Article 13, Section 13.5 of Health and Safety applies:

(a) Layoffs will be in reverse order of seniority within the defined layoff unit. A layoff unit may comprise campus(es) and/or budget area(s).

(b) Shift Selection. ~~For s~~Shift assignments that take effect the 1st pay period in January, ~~s~~Selections will occur in ~~November~~ October and assignments will be posted by the second week of ~~December~~ November. ~~For shift assignments that take effect the 1<sup>st</sup> pay period in July, selections will occur in May and assignments will be posted by the second week of June.~~

(c) Seniority will be maintained when an Officer, Corporal or Sergeant transfers or is transferred in the same classification to a different University Campus.

25.3 Vacation and Holiday Leave. Where practicable, leave of forty (40) contiguous hours or more, or for holidays requested, shall be requested at least sixty (60) days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision, nothing shall preclude the University from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

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ARTICLE 26  
SHIFT DIFFERENTIAL PAY

26.1 A criteria for payment of premium shift differential for members who work shifts other than the regular day shift will be set to meet the needs of the University.

26.2 Employees will be paid a shift differential salary additive for the entire shift when regularly assigned to work an evening or a night shift as follows:

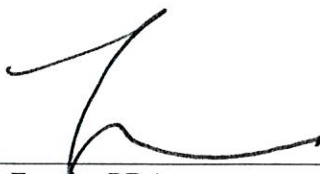
Evening: A differential of ~~one and a half~~three (1.53%) will be paid for shifts where the majority of hours fall between 6:00 p.m. and midnight.

Night: A differential of ~~three six~~percent (36%) will be paid for shifts where the majority of hours fall between midnight and 6:00 a.m.

26.3 The shift differential additive is included in the calculation of the employee's regular rate of pay for purposes of computing overtime pay

26.4 Only employees who select and are assigned to a shift according to the ~~semi-annual~~ seniority based shift selection process that falls within the times described in section 26.2 above will be eligible to receive a shift differential additive.

Approved:   
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For the PBA

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ARTICLE 27  
REPLACEMENT OF PERSONAL PROPERTY

27.1 Policy.

An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch, prescription eyewear, or such other items of personal property as have been given prior written approval by the Chief or designee as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed.


27.2 Specific Reimbursement Allowances and Approvals.

A. Upon proper documentation by the employee of the amount expended, the University shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - one hundred dollars (\$100);
2. Prescription eye wear - two hundred fifty dollars (\$250) (including any required examination);
3. Cellular phone - two hundred fifty dollars (~~\$400~~250); and
4. Other Items - The Chief shall have final authority to determine the reimbursement value of any items other than watches, cell phones or prescription eye wear.

B. Such reimbursement shall be with the approval of the Chief or designee. Approval shall not be unreasonably withheld. The combined maximum total allowable reimbursement for any single incident is five~~seven~~ hundred dollars (~~\$500~~700).

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ARTICLE 33  
DURATION

33.1 Term. This Agreement shall be effective upon ratification, and shall remain in full force and effect through June 30, ~~2013~~2016. Each party may reopen Article 23 (Wages) and two (2) other Articles for the ~~2011-2012~~2014-2015 and ~~2012-2013~~2015-2016 Fiscal Years by providing written notice to the other party by March 1, ~~2011-2014~~ and ~~2012~~2015, respectively.

33.2 Notices. Notices hereunder shall be given by registered or certified mail, and if by the University shall be addressed to the Palm Beach County Police Benevolent Association, and if by the PBA shall be addressed to the Florida Atlantic University, Employee Relations, Department of Human Resources, 777 Glades Road, Boca Raton, FL 33431. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

IN WITNESS THEREOF, the parties have set their signatures:

FOR THE FLORIDA ATLANTIC  
UNIVERSITY BOARD OF TRUSTEES:

FOR THE PALM BEACH  
COUNTY POLICE  
BENEVOLENT ASSOCIATION:

By:

\_\_\_\_\_  
Chair                      Date

\_\_\_\_\_  
President                      Date

Witness:  
\_\_\_\_\_

Witness:  
\_\_\_\_\_

Approved:   
For the FAU Board of Trustees

Approved:   
For the PBA

Date: 8/15/13

Date: 8/15/13