



Item: IV.

Monday, September 21, 2020

SUBJECT: Ratification of the 2020-2023 FAU BOT/PBA Collective Bargaining Agreement

PROPOSED BOARD ACTION

Approval of the 2020-2023 Collective Bargaining Agreement negotiated between the Florida Atlantic University Board of Trustees and the Police Benevolent Association of Palm Beach County ("PBA"). The PBA membership has voted for and ratified the proposed contract.

BACKGROUND INFORMATION

The current PBA contract expired on March 28, 2020. However, the agreement remains in status quo until a successor agreement is reached. The parties were permitted to reopen and negotiate all articles, and the administration and the union have been negotiating since Fall 2019. The negotiated articles generally are summarized below and attached in full.

Article 6: Grievance Procedure- The insertion in 6.1(g) clarifies that grievances regarding written reprimands will not proceed beyond Step 2, the University level conference. This conserves resources by not subjecting the University to time consuming arbitrations before a third party for written reprimands. Article 6 was also updated to ensure that administrators with experience reviewing personnel matters preside over Step 2 conferences. The Step 2 representative may be the Vice President of Administrative Affairs, the Vice or Associate Provost for Academic Personnel, or a designee with equivalent authority.

Article 7: Internal Investigations, Just Cause and Disciplinary Action- Traditionally officers under investigation are placed on administrative leave with pay. The insertion of 7.1(c), however, provides if an officer is charged with a felony, the officer shall be placed on administrative leave without pay provided the officer is afforded the opportunity to have a pre-disciplinary hearing with the Chief or his designee, and is provided any and all available documentation related to the charge.

Article 10: Promotions- The insertion of new section 10.5 reflects the current promotional salary increases of 8% for officers promoted to corporal and 8% for corporals promoted to sergeant. 10.5(c) clarifies that officers who are promoted directly to sergeant receive a 16% salary increase (instead of an 8% increase), and are not financially penalized for demonstrating superlative policing and administrative skills meriting rapid paced promotions.

Article 13 Health and Safety- Officers are issued firearms and undergo training several times a year. They are also issued rifles which typically would only be used during an active shooter scenario. As the safety of our University community is of paramount concern, the insertion in 13.4(b) provides officers will receive rifle training twice every twelve months with a certified state instructor in a controlled environment.

Article 14: Performance Evaluations –14.2 has been updated to reflect the evaluation ratings (i.e. Unsatisfactory, Needs Improvement, Good, Outstanding and Exceptional) currently used by the University.

Article 23: Wages – References to past negotiated salary increases and one-time bonuses have been removed so that the CBA remains current. Section 23.1 regarding Additives for Special Assignments now includes the newly designated Community Engagement Officer who will receive a 5% base pay increase.

In an attempt to be competitive with the surrounding agencies and other SUS institutions and decrease attrition, Section 23.2 proposes an across the board increase for newly hired officers which correlates to a \$52,400 starting salary. To address salary compression, officers other than new hires will receive a \$2,500 salary increase. The salary increases for both new hires and existing employees will be effective the first full pay period in October 2020.

The landscape of law enforcement has changed over the past several years and even more due to recent national events. In recognition of the complexity of these changes and the potential impact they have upon our faculty, staff, students, and visitors, officers have the opportunity to participate in training modules offered by the Police One Training Institute and Smithsonian National Museum. The topics include bias, community building, communication skills and self-care. Officers who complete the training modules by December 1, 2020 are eligible for a one-time bonus ranging from \$500 for completion of one module to \$1,500 for completion of all three modules to be paid in January 2021.

For the year 2021-2022, a variable one-time performance based bonus is proposed. Officers rated as Good will receive \$500; Outstanding will receive \$1,000; and Exceptional will receive \$1,500. The one-time performance based bonus will be effective the first full pay period in October 2021. There are no salary increases proposed for 2021-2022.

For the year 2022-2023, the same one-time performance based bonus scheme from previous year 2021-2022 is proposed, along with a \$2,000 competitive pay salary adjustment. Both will be effective the first full pay period in October 2022.

Total cost to the Department is approximately \$97,140.00 for competitive pay based salary increases plus \$52,833.00 in one-time bonuses (training module and performance based) per year.

Article 33: Duration –The proposed CBA will remain in effect for a three-year term following ratification with no contract reopeners.

IMPLEMENTATION PLAN/DATE

Effective upon Board of Trustees ratification.

FISCAL IMPLICATIONS

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

Supporting Documentation: Collective Bargaining Agreement Amended Articles 6, 7, 10, 13, 14, 23, and 33.

Presented by:

David Kian, Vice President & General Counsel

Phone: 561-297-3007

Stacey Volnick, Vice President

Phone: 561-297-6319

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 Policy.

- (a) The University and the PBA encourage the informal resolution of employee grievances. To that end, employees should present concerns before they become grievances for review and discussion as soon as possible to the appropriate supervisor who has authority to address the grievance. Such review and discussion should be held with a view toward reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse via the formal grievance procedure prescribed by this Article. If the grievance is not resolved by such informal discussion, the employee may proceed to file a formal grievance with the provisions of this Article.
- (b) "Grievance" means a dispute concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted.
- (c) "Grievant" means an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee. The PBA may file a grievance dispute over a provision of this Agreement which confers rights upon PBA.
- (d) Suspensions and terminations shall be filed at Step Two. Suspensions and terminations may be appealed to Step Three.
- (e) A grievant who decides to use this Grievance Procedure shall, prior to the Step One meeting, choose whether to be represented by the PBA. A grievant shall not be represented by a PBA Representative who is in a supervisory or subordinate position to the employee of the University.
 - 1. When the grievant has elected PBA representation, both the grievant and the PBA Representative shall be notified of the Step One meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the grievant and the PBA Representative, and any decision shall be binding on the grievant.
 - 2. If the grievant is not represented by the PBA, the Associate Director or Director of Human Resources shall timely notify the PBA such that the PBA is given reasonable opportunity to be present at any meeting called for the resolution of such grievance. The processing of the grievance and any resolution will be in accordance with the terms of this Agreement.
 - 3. The PBA shall not be bound by the decision of any grievance or arbitration in which the grievant was not represented by the PBA.
- (f) The filing or pendency of any grievance under the provisions of this Article

shall in no way operate to impede, delay, or interfere with the right of the University to take the action it proposes, subject to the final disposition of the grievance.

- (g) The resolution of a grievance prior to its appeal in writing to Step Three shall not establish a precedent binding the PBA or the University. However, per Article 7.2c, the resolution of a grievance regarding a written reprimand shall establish a precedent binding the PBA and University at Step 2.
- (h) Only those acts or omissions and sections of the Agreement identified in the initial grievance filing may be considered at subsequent steps.
- (i) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
- (j) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked.
- (k) Each grievance, request for review, and arbitration notice must be submitted in writing on the appropriate form attached to this agreement as Appendices C, D, and E, respectively, and shall be signed by the grievant. One Appendix C, D, and E may be filed in a grievance with more than one grievant, provided that the respective Appendix bears the signatures of all grievants. Grievances shall be considered filed upon date of receipt. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, a PBA representative may sign such forms for the grievant.

6.2 Procedures

- (a) Step One. The written grievance shall be filed using Appendix C of this Agreement. All grievances shall be filed with the Department of Human Resources within ten (10) days following the act or omission giving rise to the grievance, or the date on which the grievant knew or reasonably should have known of such act or omission if that date is later. The designated Step One Representative shall be the Chief of Police or designee. The Chief of Police or designee shall arrange an informal meeting, to be held within ten (10) days of the filing date, for the purpose of resolving the grievance. In advance of the Step One meeting, the grievant shall have the right, upon request, to a copy of identifiable documents relevant to the grievance. The Chief of Police or designee shall have ten (10) days from the informal meeting to resolve the dispute to the satisfaction of both parties. The Chief of Police or designee shall notify the grievant in writing of the decision.
- (b) Step Two. If the grievance is not satisfactorily resolved at the Step One decision, the grievant may request in writing that the grievance proceed to Step Two. This request must be made within ten (10) days of the date of the

Step One decision. The Step Two Representative shall be the ~~Senior Vice-President for Financial Affairs, Vice President for Administrative Affairs,~~ the ~~Associate Vice~~ Provost for Academic Personnel, or designee with equivalent authority. The Step Two Representative shall schedule a conference, to be held within ten (10) days with the grievant and any other persons believed to be necessary to the equitable settlement of the grievance. The Step Two Representative will endeavor to settle the dispute and will notify the grievant of the Step Two decision in writing within ten (10) days of the conference.

All grievances for suspensions and terminations shall be filed at Step Two and shall follow the Step Two procedure as described above however, all grievances shall be filed with the Department of Human Resources within ten (10) days following the act or omission giving rise to the grievance, or the date on which the grievant knew or reasonably should have known of such act or omission if that date is later. The Step Two Representative will notify the grievant of the Step Two decision in writing within ten (10) days of the conference.

(c) Step Three – Arbitration.

1. If the grievance is not resolved at Step two, the PBA Staff Representative may appeal the Step Two decision to Arbitration on a Notice of Arbitration form as set forth in Appendix E, within ten (10) days after receipt of the decision at Step Two. If the PBA did not represent the grievant at Step One, the grievant ~~m~~May appeal the grievance to Arbitration.
2. The University and the PBA may, by written agreement, submit related grievances for hearing before the same arbitrator.
3. The parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) as arbitrators. FMCS will provide a list of seven (7) arbitrators for each grievance from which the parties will mutually select one (1). If mutual agreement is not reached the parties shall alternately strike from the list until one remains. The party to strike first shall be determined by the flip of a coin.
4. Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of Section 6.2.C.3.
5. Arbitration hearings shall be held at times agreed to by the parties. The choice of location of arbitration hearings shall alternate between the parties, but must be held within the Boca Raton city limits or the city limits of the grievant's primary work assignment. All location costs shall be paid by the choosing party.

6. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the University, the PBA, the grievant(s), and other employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:
 - a. The arbitrator shall issue his/her decision no later than forty-five (45) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
 - b. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
 - c. The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issue(s) submitted.
 - d. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement
7. The arbitrator shall be without power or authority to make any decisions:
 - a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement, or the provision of applicable law, rules, or regulation having the force and effect of law; or,
 - b. Limiting or interfering in any way with the powers, duties, and responsibilities of the University under the Constitution, applicable law, rules and regulations having force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated, or modified by the provisions of this Agreement.
8. The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:
 - a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his/her regular rate of pay, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than ten (10) days prior to the filing of the grievance; and
 - b. The award shall not exceed the actual loss to the grievant, and will not include punitive damages, overtime, on-call, or other speculative compensation which might have been earned, and shall be reduced by

replacement compensation received by the employee during the period of time affected by the award.

9. The reasonable fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. If the arbitrator fashions an award in such a manner that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator's fee and expenses.
10. The PBA will not be responsible for costs of an arbitration to which it has not been a party.

6.3 Time Limits.

- (a) Failure to initiate a grievance within the time limits specified shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next Step within the specified time limits shall be deemed to be acceptance of the decision at that Step.
- (b) Failure at any Step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant, or the PBA where appropriate, to proceed to the next step.
- (c) The mutual time limits specified in any Step of this procedure may be extended, in any specific instance, by written agreement.
- (d) In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in Article 2, 2.3), the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

6.4 Exceptions.

- (a) Nothing in this article or elsewhere in this Agreement shall be construed to permit the PBA or an employee to process a grievance (1) on behalf of any employee without his/her consent, or (2) with respect to any matter which is at the same time the subject of an action which has been filed by a grievant in another forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while a grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2000e et seq.

ARTICLE 7
INTERNAL INVESTIGATIONS, JUST CAUSE AND DISCIPLINARY ACTION

7.1 Internal Investigations.

(a) The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the University has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of misconduct, the University reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused employees. In the course of any internal investigation, the investigative methods, and processes used will be consistent with the Law Enforcement Officers' Bill of Rights, Part VI of Chapter 112, Florida Statutes. It is recognized, however, that alleged violations of the Law Enforcement Officers' Bill of Rights are subject only to processing as a grievance up to Step 2 of the Grievance Procedure in addition to the remedies provided by statute.

(b) No employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of responses during an investigation of a complaint unless authorized by statute or a decision of the Florida Supreme Court.

(c) In cases where the University determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave with pay. Any employee placed on administrative leave pending investigation under this Section shall hold himself or herself reasonably available during regular business hours to facilitate the investigation. If an employee is charged with a felony, the employee shall be placed on administrative leave without pay provided the employee is afforded the opportunity to have a pre-disciplinary hearing with the Chief or designee, and is provided any and all available documentation related to the charge.

~~• If an employee is charged with a felony, the employee shall be placed on administrative leave without pay provided the employee is afforded the opportunity to have a pre-disciplinary hearing with the Chief or designee, and is provided any and all available documentation related to the charge.~~

7.2 Just Cause - The University and the PBA endorse the principle of progressive discipline, while at the same time recognizing that certain types of actions or offenses are of such a nature as to warrant immediate dismissal. The purpose of this Article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Supervisors shall provide privacy to the extent practicable when administering disciplinary actions.

(a) Disciplinary actions administered to employees who have completed their

initial probationary period may be taken only for just cause. An employee who has not completed his/her initial probationary period in the unit position shall not have access to the grievance procedure in Article 6 when disciplined.

(b) Suspensions, Dismissals, Disciplinary Demotions, and Reductions in Base Pay for Disciplinary Reasons. If filed within ten (10) days from the date of receipt of notice from the University, by personal delivery or by certified mail, return receipt requested, a complaint by an employee who has completed their initial probationary period in the unit position concerning a suspension, dismissal, disciplinary demotion or reduction in base pay may be grieved and processed through the Arbitration step, in accordance with the Grievance Procedure in Article 6 of this Agreement; however, in order to expedite the review of dismissal actions, such grievances may be filed at Step two.

(c) Written Reprimands. Written reprimands shall be subject to the grievance procedure in Article 6, but only through Step 2. Written reprimands shall not be used as a step in the progressive discipline process, provided that the employee has maintained a discipline free work record for at least two (2) consecutive years.

(d) Counseling Letters. Counseling letters shall not constitute formal discipline and shall not be placed in the employee's official personnel file unless related to subsequent discipline. Rather, counseling letters are informal records used to address minor performance and/or discipline issues that do not rise to the level of formal discipline. Counseling letters shall not be considered in salary or promotion decisions. Counseling letters are not subject to the grievance procedure.

(e) Notification to Employee. Each employee shall be furnished a copy of all disciplinary actions placed in the employee's official personnel file and shall be permitted to respond thereto.

(f) PBA Representation. An employee may request that a PBA Staff Representative or Employee Grievance Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension, dismissal, disciplinary demotion, or reduction in base pay of the employee is being considered.

ARTICLE 10 PROMOTIONS

10.1 Policy. The filling of vacant positions should be used to provide career mobility for employees and should be based on the relative merit and fitness of the applicants. The University shall fill a vacant position with the applicant who, in its judgment, is most qualified to perform the duties as described in the class specification, position description and other documents describing the position.

10.2 Promotional Exam.

(a) A written exam will be required of all employees who wish to be considered for a promotion. Written exams will be based upon a job task analysis of the class of positions being tested and an assessment of the knowledge, skills, and abilities necessary to perform the requirements of the classes. The exam will be administered at least once every twelve (12) months unless mutually agreed upon by the parties.

(b) Promotional examinations will be subject to the following provisions:

1. Only those employees who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, shall be eligible for the Corporal's exam. Officers must complete their initial probationary period before being promoted to Corporal.
2. Only those employees who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, and who have a minimum of three (3) years of experience as a law enforcement officer (LEO)} at this, or any other department shall be eligible for the Sergeant's exam. Officers must complete their initial probationary period before being promoted to Sergeant.

(b) Beginning October 1, 2003 the rank/class of Investigator will be deleted by attrition. Detective will be an assignment.

(c) Employees will be notified in writing if they are ineligible for the class(es) to which he/she applied for promotion.

(d) When management chooses to give a promotion exam, employees shall be given adequate notice to prepare for such exam. The employee shall not be compensated for the time spent taking the promotional exam. If an employee is on duty during the test administration, he/she can take the test on working time.

(e) An employee must submit a request to take the promotional exam to the Chief or designee by the application deadline.

10.3 Promotional Lists.

- (a) If the University elects not to rank those employees who achieved a passing score solely on the basis of the written exam score, the University shall establish a promotional list, which ranks the employees according to their relative merit and fitness for promotional vacancies in the class. In addition to the written exam score, the University may, at its discretion, use oral interviews, employee performance evaluations, and/or other criteria such as an assessment center, in establishing the University's final promotional list. If the University intends to include criteria in addition to the written exam, such criteria shall be included in the "Notice of Promotional Exam" which shall be furnished to those eligible employees whose exam requests are on file with the University.
- (b) If the University uses oral interviews, it will provide the local PBA representative the names of the individuals to serve on the interview committee. Questions asked at an oral interview will be limited to those that are clearly job related and the same questions shall be asked of all applicants.
- (c) ~~(e)~~ Where an educational degree is a criterion pursuant to Section 10.3A, no less than two (2) years notice shall be provided before such requirement is implemented. This provision applies only to those members employed at the time of the notice.
- (d) The University promotional list shall be posted, and shall be effective when posted, but not later than thirty (30) days from the completion of the last exam. Each promotional list shall remain in effect for a period of one ~~(1)~~ year. There may be concurrent promotional lists.

10.4 Method of Filling Vacancies.

- (a) Except where a vacancy is filled by demoting a law enforcement employee or by reassignment as defined in Article 9 of this Agreement, the only employees who may be considered for a promotion shall be those having the highest six (6) passing numerical scores on the University's promotional list, or if additional criteria (Section 10.3A~~)~~ is used, the six (6) highest overall scores with a passing score on the written exam.
- (b) Employees who do not receive a promotion for which they applied will retain their position on the promotional list for the remainder of their eligibility. When an employee declines a promotional opportunity for which he/she had previously applied, the employee shall not be considered for promotion for the duration of that list.
- (c) The University Police Department is committed to retaining excellent employees. As such, law enforcement employees who are promoted to the rank of Corporal or Sergeant, who voluntarily request a demotion during the

first six months of the probationary period, shall be placed in an Officer position, unless the employee has received discipline, or a below standard evaluation based on supervisory duties, during the probationary period.

10.5 Promotional Increases

As of the date of ratification of this Agreement, and with no retroactivity, the following promotional increases shall apply:

(a) Officers promoted to Corporal receive an eight percent (8%) increase.

(b) Corporals promoted to Sergeant receive an eight percent (8%) increase.

—Officers promoted directly to Sergeant receive a sixteen percent (16%) increase.

(c)

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. The University 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 ~~Page 19 of 42~~ 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. The University agrees that each employee is allowed to fire his/her rifle under the supervision of a certified state instructor in a controlled environment twice every twelve (12) months, at no cost to the employee.
- (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.

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. No minimum quotas will be used for determining the overall level of rating for any employee.
- (c) The University will make a good faith effort to provide employees and supervisors with training in performance evaluation procedures.

14.2 Evaluation Ratings.

- (a) All evaluations must be rated as:

- ~~A. Below Standards/Unsatisfactory- performance in a substandard or incompetent manner throughout the majority of the rating period. Performance was consistently below expectations in most essential areas of responsibility.~~
- ~~A.~~
- ~~B. Needs Improvement- performance needs improvement in some aspects of the established position duties or which otherwise inconsistently met the standards of expectation. Performance did not consistently meet expectations. Performance failed to meet expectations in one or more essential areas of responsibility.~~
- ~~B.~~
- ~~C. Meets Expectations/Good- performance which successfully and consistently accomplishes the established position standards. Performance consistently met expectations in all essential areas of responsibility, and at times exceeded expectations. Quality of work was good overall.~~
- ~~C.~~
- ~~D. Exceeds/Outstanding- performance at a level higher than the established position standards during the majority of the rating period. Employee often makes contributions that enhance the Department's ability to achieve its goals. The employee's performance is highly accomplished. Performance consistently achieved and often exceeded expectations in all essential areas of responsibility. The quality of work was excellent overall. Consistently demonstrated effective behaviors and often demonstrated exceptional work.~~
- ~~E. Outstanding/Exceptional- performance throughout the majority of the rating period characterized by exceptional accomplishments that are considerably at~~

~~a significantly higher level than the established standards. Employee is innovative, creative and an excellent problem solver on a regular basis. Employee's performance has a positive and demonstrable impact on the Department's ability to achieve its goals. Employee consistently performs at the highest level of effectiveness. Performance that is characterized by exceptional accomplishments throughout the rating period. Performance far exceeded expectations due to exceptionally high quality of work consistently performed in all essential areas of responsibility, resulting in an overall quality of work that was significantly superior. The employee's performance has had a positive and demonstrable impact on the Department's ability to achieve goals. The employee has consistently performed at the highest level of effectiveness.~~

- (b) When an employee is rated ~~Below Standards~~Unsatisfactory, Needs Improvement, ~~Exceeds Expectations, or Outstanding~~, or Exceptional a narrative explanation supporting the rating shall be included as part of the performance evaluation.
- (c) Where an employee has completed their probationary period in the class and does not consistently meet performance standards, the University shall develop a performance plan intended to correct performance deficiencies.
- (d) 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.
- (e) An employee who has not demonstrated adequate improvement in performance after sixty (60) days from receiving the improvement plan may be either demoted or terminated for not consistently meeting performance standards. A decision that adequate improvement has not occurred must be reviewed and approved by the evaluator's supervisor.
- (f) An employee who meets expectations following the performance improvement plan must maintain a continuous satisfactory level of performance. If the employee's performance reverts back to not consistently meeting performance standards within six (6) months of the performance evaluation, the employee may be either demoted or terminated and no additional improvement plans or follow-up periods will be required.

14.3 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. Demotions or terminations under 14.2(f) may be grieved to Step 1 only.

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 rating 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 twelve months immediately preceding the effective date.~~

~~23.3~~23.1 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 \$18.00 per day. 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.

~~B8.~~ Each employee regularly assigned to specialized units shall be paid an additional five percent (5.0%) of base pay during such assignment. A specialized unit including, but is not limited to, motorcycle patrol; bicycle patrol; ~~and K-9; and community engagement shall be paid an additional five percent (5.0%) of base pay during such assignment.~~ If available, employees regularly assigned to motorcycle patrol shall be entitled to use the assigned motorcycle as a take-home vehicle in accordance with applicable take-home vehicle policies. This does not apply to temporary or emergency motorcycle patrol assignments.

C. Each employee regularly assigned as a Detective shall be paid an additional seven percent (7.0%) of base pay during such assignment. This does not apply to temporary or emergency duty as Detective or other investigator assignments.

~~23.4 2015..2016 FAU BOT Salary Increase.~~

~~A. The Board of Trustees has committed a pool of funds to provide eligible bargaining unit employees with a merit salary increase for 2015-16. Increases will be effective on the date of ratification and calculated from the employee's base salary on September 30, 2015.~~

~~B. The base salary increase amount will be based on the overall performance rating on the 2015 performance evaluation. Eligible employees with an overall Meets (Achieves) will receive \$1,400 base salary increase; eligible employees with an overall Exceeds rating will receive a \$3,150 base salary increase; and eligible employees with an overall Outstanding rating will receive a \$5,000 base salary increase.~~

~~C. In order to be eligible for this 2015-2016 FAU BOT Salary Increase, employees must:~~

~~(1) have been continuously employed at FAU since March 1, 2015;~~

~~(2) have received an overall evaluation rating of Meets (Achieves), Exceeds, or Outstanding on the 2015 evaluation; and~~

~~(3) have not received any disciplinary action during the twelve months immediately preceding the effective date.~~

~~23.5 2017-2018 Across the Board Increase~~

- ~~A. The starting salary for newly hired officers will be \$41,000 effective the first full pay period in July 2017.~~
- ~~B. Each eligible employee, other than newly hired officers, shall receive a wage increase of \$3,100 as an across the board increase to their base rate of pay as of the date of ratification without including pay supplements. To be eligible the employee must be employed with FAU as of the date of ratification.~~

~~23.6 2018-2019 FAU BOT Salary Increase~~

- ~~A. The Board of Trustees has committed a pool of funds to provide eligible bargaining unit employees with a merit salary increase for 2018-2019. Increases will be effective and calculated from the employee's base salary on the first full pay period in July 2018.~~
- ~~B. The base salary increase amount will be based on the overall performance rating on the 2017 performance evaluation. Eligible employees with an overall Meets will receive a \$2,500 base salary increase; eligible employees with an overall Exceeds rating will receive a \$2,500 base salary increase plus a one-time \$500 bonus; and eligible employees with an overall Outstanding rating will receive a \$2,500 base salary increase plus a one-time \$1,000 bonus.~~
- ~~C. To be eligible for this 2018-2019 FAU BOT Salary Increase, employees must:
 - ~~(1) have been continuously employed at FAU since July 1, 2017;~~
 - ~~(2) have received an overall evaluation rating of Meets, Exceeds, or Outstanding on the 2017 evaluation; and~~
 - ~~(3) have not received more than 2 sustained disciplinary actions during the twelve months immediately preceding the effective date.~~~~

23.2 2020-2021 Across the Board Increase

- A. The starting salary for newly hired officers will be \$52,4500 effective the first full pay period in October 2020.
- B. Each eligible employee, other than those newly hired officers hired after the date of ratification of this Agreement, shall receive a \$2,500 competitive pay adjustment to their base rate of pay, without including pay supplements, effective the first full pay period in October 2020. To be eligible the employee must be employed with FAU as of the date of ratification of this Agreement.

23.3 FAU BOT Training Module Based Bonus

- A. The Board of Trustees has committed a pool of funds to provide eligible bargaining unit employees with a bonus for completion of anti-bias, community building, communication skills, and self-care related training modules identified by Florida Atlantic University Police Department. The modules are offered in three (3) sections.
- B. The bonus amount will be based on the completion of a section which generally consists of several training modules. Eligible employees who complete Section 1 by December 1, 2020 will receive a one-time \$500 bonus; eligible employees who complete Section 2 by December 1, 2020 will receive a one-time \$500 bonus; and eligible employees who complete Section 3 by December 1, 2020 will receive a \$500 one-time bonus. Bonuses will be effective on the first full pay period in January 2021.
- C. Newly hired officers, meaning those officers hired after the date of ratification of this Agreement, are eligible for training module based bonuses if they complete Section 1, Section 2, and/or Section 3 within ninety (90) days of their hire date.

23.4 2021- 2022 FAU BOT Performance- Based Bonus

- A. The Board of Trustees has committed a pool of funds to provide eligible bargaining unit employees with a bonus for 2021-2022. Bonuses will be effective on the first full pay period in October 2021.
- B. The bonus amount will be based on the overall performance rating on the 2020 performance evaluation. Eligible employees with an overall Good will receive a one-time \$500 bonus; eligible employees with an overall Outstanding rating will receive a one-time \$1,000 bonus; and eligible employees with an overall Exceptional rating will receive a \$1,500 one-time bonus.
- C. To be eligible for this 2021-2022 FAU BOT Performance-Based Bonus, employees must:
- (1) have been continuously employed at FAU since July 1, 2020;
 - (2) have received an overall evaluation rating of Good, Outstanding, or Exceptional on the 2020 evaluation; and
 - (3) have not received more than 2 sustained disciplinary actions during the twelve months immediately preceding the effective date.

23.5 2022- 2023 FAU BOT Across the Board Increase & Performance-Based Bonus

A. Each eligible employee, other than newly hired officers, shall receive a \$2,000 competitive pay adjustment to their base rate of pay, without including pay supplements, effective the first full pay period in October 2022. To be eligible the employee must be employed with FAU as of July 1, 2022.

B. The Board of Trustees has committed a pool of funds to provide eligible bargaining unit employees with a bonus for 2022-2023. Bonuses will be effective on the first full pay period in October 2022.

C. The bonus amount will be based on the overall performance rating on the 2021 performance evaluation. Eligible employees with an overall Good will receive a one-time \$500 bonus; eligible employees with an overall Outstanding rating will receive a one-time \$1,000 bonus; and eligible employees with an overall Exceptional rating will receive a \$1,500 one-time bonus.

D. To be eligible for this 2022-2023 FAU BOT Performance- Based Bonus, employees must:

(1) have been continuously employed at FAU since July 1, 2021;

(2) have received an overall evaluation rating of Good, Outstanding, or Exceptional on the 2021 evaluation; and

(3) have not received more than 2 sustained disciplinary actions during the twelve months immediately preceding the effective date.

23.6 If the Florida Legislature approves a greater amount of wages or wage increases than described in this Article during the term of this Agreement, eligible employees will receive the base salary increase, and one-time bonus award if applicable, specified in Articles 23.2, 23.3, 23.4 and 23.5 plus the difference in any larger Legislative wage approval.

23.7 2019-2020 FAU BOT Salary Increase

A. The Board of Trustees has committed a pool of funds to provide eligible bargaining unit employees with a merit salary increase for 2019-2020. Increases will be effective and calculated from the employee's base salary on the first full pay period in July 2019.

B. The base salary increase amount will be based on the overall performance rating on the 2018 performance evaluation. Eligible employees with an overall Meets will receive a \$2,500 base salary increase; eligible employees with an overall Exceeds rating will receive a \$2,500 base salary increase plus a one-time \$500 bonus; and eligible employees with an overall Outstanding rating will receive a \$2,500 base salary increase plus a one-time \$1,000 bonus.

~~C. To be eligible for this 2019-2020 FAU BOT Salary Increase, employees must:~~

~~(1) have been continuously employed at FAU since July 1, 2018;~~

~~(2) have received an overall evaluation rating of Meets, Exceeds, or Outstanding on the 2018 evaluation; and~~

~~(3) have not received more than 2 sustained disciplinary actions during the twelve months immediately preceding the effective date.~~

~~23.8 — If the Florida Legislature approves a greater amount of wages or wage increases than described in this Article during the term of this Agreement, eligible employees will receive the base salary increase, and one-time bonus award if applicable, specified in Articles 23.5, 23.6 and 23.7 plus the difference in any larger Legislative wage approval.~~

ARTICLE 33 DURATION

33.1 Term. This Agreement shall be effective upon ratification, and shall remain in full force and effect for three years from that date. This agreement will remain in status quo until a successor agreement is reached.

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.