

**Agreement between**  
**The Florida Agricultural and Mechanical**  
**University**  
**and**  
**The Florida Police Benevolent Association, Inc.**  
**Law Enforcement Bargaining Unit**



**2018-2021**

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## **AGREEMENT**

THIS AGREEMENT is between the FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY BOARD OF TRUSTEES (hereinafter referred to as "FAMU," the "University" or the "Board"), and the FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as the PBA) representing the employees in the Law Enforcement Bargaining Unit; and

WHEREAS, it is recognized by FAMU and the PBA that the public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between FAMU and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of FAMU; and

WHEREAS, it is recognized by FAMU and the PBA that terms and conditions of employment of employees are contained in this Agreement and in the FAMU policies and regulations; and

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 6.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, FAMU and the PBA do agree as follows:

**Article 1**  
**RECOGNITION**

1.1 Inclusions.

A. The University hereby recognizes the PBA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the FAMU Law Enforcement Bargaining Unit as defined in Certification No. 1456 issued by the Florida Public Employees Relations Commission on December 15, 2003.

B. This Agreement includes all full-time and part-time employees in the classifications and positions listed in Appendix A of this agreement, except for those individuals filling full-time and part-time positions excluded pursuant to Section to 1.2.

1.2 Exclusions

A. This agreement specifically excludes employees in positions designated with managerial, confidential, temporary, or emergency status, and all persons paid from Other Personal Services (OPS) Funds.

1.3 Classes and Positions

A. When FAMU establishes a new law enforcement classification or revises an existing classification so that its bargaining unit designation is changed, FAMU shall notify the PBA regarding the proposed bargaining unit designation of the class. The PBA shall notify FAMU, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, the PBA disagrees with the bargaining unit designation of the class; it may request that the Florida Public Employees Relations Commission resolve the dispute through unit clarification proceedings.

B. When a new position is created in a classification that is included in a bargaining unit, and FAMU determines that the position should be excluded from the unit due to its managerial or confidential status, FAMU shall notify the PBA of such determination. The PBA shall notify the University, in writing within fifteen (15) days of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, the PBA disagrees with the bargaining unit designation of the position; it may request that the Florida Public Employees Relations Commission resolve the dispute of unit placement.

## **Article 2**

### **DEFINITIONS**

The terms used in this Agreement are defined as follows:

2.1 "Board" means the Board of Trustees of Florida Agricultural and Mechanical University.

2.2 "Chief" means the Chief of Police for the Florida Agricultural and Mechanical University or his designee.

2.3 "Days" means calendar days, excluding any day observed as a State holiday.

2.4 "Employee" means a member of the bargaining unit as it is described in Article 1.

2.5 "Employee Grievance Representative" means an employee who has been designated by the PBA to investigate grievances and to represent grievants at Step 1 when the PBA has been selected as the employee's representative.

2.6 "President of the Police Benevolent Association" includes his/her representative.

2.7 "President" or "Chief Executive Officer" means the President of the Florida Agricultural and Mechanical University or designee.

2.8 "University" means Florida Agricultural and Mechanical University.

2.9 "Department" means the University Police Department.

**Article 3  
VACANT**

**Article 4  
NON-DISCRIMINATION**

4.1 Non-Discrimination Policy – State and Federal Law

A. The Board and the PBA shall not discriminate against any employee based upon race, color, sex, religion, national origin, age, veteran status, disability, or marital status, nor shall the Board or the PBA abridge any employee rights related to union activity granted under Chapter 447, Florida Statutes.

B. Sexual harassment is a form of sex discrimination as defined by University policy.

C. The PBA shall have the right to consult, as described in Article 34, on issues of discrimination, including sexual harassment.

4.2 Affirmative Action Program

The PBA agrees to support the University's current affirmative action programs.

**Article 5**

## **EMPLOYEE REPRESENTATION AND PBA ACTIVITIES**

### **5.1 Designation and Selection of Representatives.**

A. The Union shall furnish the President, no later than July 1st, a list of Employee Grievance Representatives, PBA Staff

Representatives and other PBA representatives who are designated to assist in processing grievances. FAMU will not recognize any person as an Employee Grievance Representative. PBA Staff Representatives or other PGA grievance representative who name does not appear on the list. This list may be amended as new representatives are designated by the PBA.

B. A total of three (3) employees may be designated to serve as Employee Grievance Representatives.

### **5.2 Representative Access.**

A. Employee Grievance Representatives, PBA Staff

Representatives, and other PBA grievance representatives shall have access to the premises of the University in accordance with the University's policies regarding public access to property and may request access to premises not available to the public under applicable University policies. Permission for such access for the purpose of investigating an employee's grievance shall not be unreasonably denied and shall be limited to the working hours of the employee with whom the representative wishes to speak. Such access and investigation shall not impede University operations.

B. The PBA shall have the right to use University facilities for meetings on the same basis as they are available to other University- related organizations.



### 5.3 Bulletin Boards.

A. The University agrees to continue to maintain bulletin boards for the PBA.

B. The materials posted on the boards shall be related only to PBA matters and shall not contain anything which violates or has the effect of violating any law, rule, or regulation. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign materials for or against any person or organization or faction thereof, except that election material relating to PBA elections may be posted on such boards.

C. Posting must be dated and bear the signature of an authorized PBA representative.

### 5.4 Employee Information and Regulations Provided.

A. Upon written request of the PBA, the Department will, on a semi-annual basis, provide a list of employees with the name, work address, classification title, gross salary and date of hire for each employee.

B. An electronic copy of the University personnel regulations is available on the University's Website published under Chapter 10, Personnel. The Union shall access and maintain a copy of such policies and procedures. Employees shall electronically access such regulations.

C. At least thirty (30) days prior to the adoption or amendment of any University personnel regulation which will impact the terms and conditions of employment for employees, the University will provide notice to the PBA of its intended action, including a copy of the proposed regulation, a brief explanation of the purpose and effect of the proposed regulation, and the name of a person at the University to whom the PBA may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is

promulgated as an emergency rule under the provisions of Chapter 120.) The PBA may provide written comments, concerns, or suggested revisions to the University contact person, or requested negotiations within twenty (20) days of receipt of the notice. The University will consider and respond in writing to the comments, concerns, and suggestions of the PBA within ten (10) days of their receipt by the University; such response may include the reasons for rejecting any suggested revisions. This procedure shall not relieve the University of its obligation to negotiate all changes in terms and conditions of employment prior to implementation if requested by the PBA.

#### 5.5 Negotiations.

A. Parties and Location. The PBA agrees that all collective bargaining is to be conducted with University representatives designated for that purpose by the President. There shall be no negotiations by the PBA at any other level.

B. Negotiation Committee. The PBA may designate in writing no more than three (3) employees to serve on its Negotiation Committee and not more than one (1) employee to serve as an alternate for Committee members who are unable to attend a negotiating session.

#### C. Negotiation Leave

1. For each round of negotiations, each Committee member shall be granted time off with pay to attend negotiating sessions with the University.

2. No Committee member shall be credited with more than the number of hours in the employee's regular workday. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

3. Committee members shall not be reimbursed for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

4. The selection and attendance of any employee shall not impede the operations of the work unit.

5.6 Leave for Negotiating and Other PBA Activities.

A. An alternate who is substituting for an absent Committee member may request unpaid leave or accrued annual or compensatory leave for the purpose of attending negotiating sessions. Such leave shall not impede the operations of the University or be unreasonably denied.

B. Employees may request unpaid leave or accrued annual or compensatory leave for the purpose of attending PBA conventions, conferences, meetings, and negotiating sessions and such requests shall not be unreasonably denied. When such requests are denied, the supervisor shall provide such denial in writing.

**Article 6**

**GRIEVANCE PROCEDURE**

6.1 Policy.

A. The University and the PBA encourage the informal resolution of employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible to the University representative who has authority to address the complaint. Such review and discussion should be held with a view to reaching an understanding which will resolve the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article. If the

complaint is not resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provisions of this Article.

B. "Grievance" means a dispute filed with the Chief of Police (Step 1) using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted. All grievances must be filed within Ten (10) business days, excluding University Holidays, of the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have known of such act or omission if that date is later.

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 the PBA.

D. A grievant who decides to use this Grievance Procedure shall, prior to the Step 1 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 in the University.

1. When the grievant has elected PBA representation, both the grievant and the PBA Representative shall be notified of the Step 1 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 agreed to by the President or his designee and the PBA shall be binding on the grievant.

2. If the grievant is not represented by the PBA, the Chief of Police 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.

E 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.

F. The resolution of a grievance prior to a written decision of an arbitrator shall not establish a precedent binding on the PBA or the University.

G. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.

H. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

I. 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.

J. 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 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 1

1. An employee having a grievance may, within fourteen (14) days following the occurrence of the event giving rise to the grievance, present the written grievance to the Chief of Police setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. The Chief of Police shall schedule a meeting within seven (7) and no later than fifteen (15) days following receipt of the grievance, between the grievant, the grievant's designated representative, grievant's supervisor, or other appropriate individuals. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Chief of Police will proceed with processing the grievance and issuing a written decision, stating the reasons thereof to grievant's designated PBA representative within fifteen (15) days following the receipt of the written grievance, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision shall be sent to the grievant and to the PBA if grievant elected not to be represented by the PBA. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

2. Where practicable, the Chief of Police shall make available to the grievant or grievant's designated representative, documentation referenced in the Step 1 decision prior to its

issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

3. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's designated representative has not received the written decision by the end of the 14th day following the Chief's receipt of the grievance.

B. Step 2

1. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the President or designee within ten (10) days following receipt of the Step 1 decision by the grievant's Employee Grievance Representative. The President or designee and the grievant's PBA Staff Representative shall schedule a meeting for the purpose of reviewing the matter no sooner than seven (7) and no later than fifteen (15) days following receipt of the request for review.

2. The President or designee shall issue a written decision, stating the reasons therefore, to grievant's PBA Staff Representative within fifteen (15) days following the conclusion of the meeting. In the absence of an agreement to extend the period for issuing the Step 2 decision, the PBA may proceed to Step 3 if the PBA Staff Representative has not received the written decision by the end of the 15th day following the conclusion of the Step 2 meeting. Even if the grievant elected not to be represented by the PBA, a copy of the decision shall be sent to the grievant and to the PBA. The

decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

C. Step 3 — Arbitration.

1. If the grievance is not resolved at Step 2, the PBA Representative may appeal the Step 2 decision to Arbitration on a Notice of Arbitration form as set forth in Appendix E, within fourteen (14) days after receipt of the decision at Step 2. If the PBA did not represent the grievant at Step 2, the grievant 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 arbitrator shall be one person from a panel of five (5) permanent arbitrators, mutually selected by the University and the PBA to serve for any case or cases submitted. If agreement is not reached on one or more of the five (5) arbitrators within sixty (60) days following the signing or effective date of this Agreement, whichever is later, either party may request the Federal Mediation and Conciliation Service to provide a list of fifteen (15) arbitrators. The University and the PBA shall select the arbitrator(s) by alternately striking from the list until the required number of names remain. 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 and locations agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses, and existence of appropriate facilities.

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 a decision not 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 provisions of applicable law, rules, or regulations having the force and effect of law; or
- b. Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution, applicable law, rules, and regulations having the 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 fourteen (14) 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 equally by the parties; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses.

10. The PBA will not be responsible for costs of an arbitration to which it was not 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 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 Section 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 on behalf of any employee without his/her consent, or, 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 2000 et seq.

B. The President and the PBA may mutually agree to waive Steps 1 and 2 of the grievance procedure in order to expedite the processing of a grievance.

#### **Article 7**

### **INTERNAL INVESTIGATIONS, JUST CAUSE AND DISCIPLINARY ACTION**

7.1 Policy. The University and the PBA endorse the principle of progressive discipline. 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.

7.2 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 part VI of Chapter 112, Florida Statutes, Police Officers' Bill of Rights.

B. When a complaint of misconduct is made against an employee, the University will make every effort to ensure that the complaint, if verbal, and any statements regarding the complaint are reduced to writing, signed, and under oath. If the complaint is criminal in nature, the complaint and any statement received should also be under oath.

C. For the purpose of this section, "Interrogation" refers to a disciplinary investigation meeting in response to a complaint in which the information to be obtained from an employee by management at that meeting will be the basis for a decision as to whether to suspend or dismiss the employee. Upon being notified that the officer will be questioned, the officer shall be given a copy of The Police Officers' Bill of Rights, Part VI of Chapter 112, Florida Statutes. If the possibility exists that an officer may be subject to discipline, said officer shall be entitled to his rights under Part VI, Chapter 112, and Florida Statutes. If does not include counseling sessions, meetings at which the employee is solely being advised of intended disciplinary action and offered an opportunity to explain why he/she should not be disciplined, or inquiries which may result in oral or written reprimands. If during the inquiry, it is concluded that more serious discipline is

warranted, the inquiry will cease, and the matter will proceed in accordance with internal investigation procedures. The employee as the right, upon request, to PBA representation at any such meeting.

D. When an employee is provided a written set of questions to which to respond or is interrogated concerning a complaint, the employee will be informed prior to such written questions being provided or prior to interrogation of the nature of the investigation and whether the employee is the subject of the investigation or a witness in an investigation. Where requested, an employee shall be given up to twenty-four (24) hours to respond to such written questions or to contact, consult with, or secure the attendance of a representative at the interrogation. If the employee is the subject of the investigation, the employee will also be informed of each complaint against him/her and will be permitted to review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative written questioning or interrogation. Pursuant to Section 112.533, Florida Statutes, the employee who is the subject of the investigation shall not disclose the contents to anyone other than his/her representative or attorney until the investigation is complete.

E. Written questioning and interrogations shall be conducted in a professional, no coercive manner.

F. The employee shall, upon request, receive a copy of his/her written or recorded statement at no cost. No recording or transcription of the investigative interrogation will be made without the knowledge of all participants present at the interrogation.

G. Upon the conclusion of the investigation by the Department, the employee who is the subject of an internal investigation shall be notified in writing of the disposition of the case. Such investigation shall ordinarily

be completed within forty-five (45) days after the complaint is filed, unless circumstances necessitate a longer period. If the officer is not notified of the disposition within forty-five (45) days, the officer will receive a written explanation of the cause for the delay. An investigation shall not exceed one hundred and twenty (120) days without the approval of the President or designee. The employee shall be notified in writing if an extension is authorized by the President or designee.

H. 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.

I. 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. Only sustained findings may be inserted in personnel records or referred to in performance evaluations. All other complaints/internal investigation will be retained in the department internal affairs file. In the event that the investigation finds that the complainant acted maliciously in the filing of the complaint and falsified information, the department will initiate a criminal investigation against the complainant on behalf of the officer.

### 7.3 Just Cause.

A. Disciplinary actions administered to permanent employees may be taken only for just cause. An employee who has not attained permanent status 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 fourteen (14) 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 with permanent status 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 2.

C. Written Reprimands.

1. Written reprimands shall be subject to the grievance procedure in Article 6, but only through Step 2.

2. Written reprimands shall not be used as progressive discipline in later disciplinary actions provided the employee has maintained a discipline-free work record for at least two (2) consecutive years. Such written reprimands shall be marked "invalid for future disciplinary actions due to a 2-year discipline-free work period" at any time after that two (2) year period, upon written request of the employee.

D. 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.

E. 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 8**

**LAYOFFS AND RECALL**

Layoffs. When employees are to be laid off, the regulations and policies established by the Board of Trustees for the Florida Agricultural and Mechanical University regarding layoffs and recall rights will be followed. Employees who are recalled from layoff will be afforded permanent status in their position if they held permanent status in the position at the time of layoff.

**Article 9**

**CHANGE IN ASSIGNMENT**

9.1 An employee with permanent status in the current class who meets all University eligibility requirements may apply for a change in assignment to a different position in the same class or a different class having the same pay range maximum, a different work unit, or a different shift at the University according to University procedures. Prior to filling a vacancy, except by demotion, the University shall consider the needs of the Department and applicable change in assignment requests. The hiring authority shall normally fill a bonafide vacancy with the employee who has the greatest length of service in the class and who has submitted a change in assignment request. If, however, the employee with the greatest length of service in the class is not selected for the vacant position, all employees who have greater length of service than the individual selected shall be notified in writing of the University's decision, with a copy to the PBA. Except when agreed otherwise by the PBA and the University, the notification shall contain the reason(s) the less senior applicant was selected.

9.2 Involuntary Change in Assignment.

A. An employee may be required to reside within a reasonable distance of a work unit.

B. Nothing contained in this Agreement shall be construed to prevent the University, at its discretion, from effecting a change in assignment of any employee according to the needs of the University. However, it is understood that the University will make an effort not to effect any change in assignment which will impose a residency hardship on the employee (in that the employee must relocate his/her residence from a permanent home presently owned or cancel a rental lease extending more than three months). An employee shall, if practicable, be given a minimum of fourteen (14) days notice prior to the University effecting such change in assignment.

C. Nothing contained in this Agreement shall be construed to prevent the University from making a change in assignment of any employee during an official emergency or as otherwise required to meet unforeseen law enforcement needs.

9.3 Grievability. An employee complaint concerning administration of this Article may be grieved in accordance with Article 6 of this Agreement but only through Step 1. The initiation of a grievance claiming a residency hardship shall stay any required change in residence until final disposition of the grievance. In considering such a grievance, weight shall be given to the needs of the University against the hardship on the employee.

## **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.

B. Promotional examinations will be subject to the following procedures:

1. Only those University Police Department employees who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, and who have attained permanent status in their current certified law enforcement class or anticipate attaining such permanent status no later than January 1 prior to the May exam, shall be eligible for the Corporal exam.

2. Only those employees who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, with a minimum of three (3) years of experience as a law enforcement officer (LEO) with the University police department and who have attained regular status in their current certified law enforcement class or anticipate attaining such permanent status no later than January 1 prior to the May 1 exam shall be eligible for the Sergeant's exam.

C. An employee must submit a request to take the promotional exam to the University personnel/human resource office prior to the application

deadline, and such requests shall indicate the class(es) to which the employee would like to be promoted.

D. Employees will be notified in writing of their eligibility or ineligibility for the class(es) to which he/she applied for promotion.

E. The Exam Administrator shall notify each applicant, the University human resource office and the Director of Safety and Security no later than January 15 of each calendar year, regarding: the date(s) of the exam; the city(ies) where the exam will be administered; the major categories to be covered by the exam; the bibliography of courses from which exam questions have been taken (e.g., name of textbooks, departmental policies, general orders, special orders, etc.); and the passing score that must be attained.

F. No later than February 1st of each calendar year, the University shall furnish to those eligible employees whose exam requests are on file, a copy of the "NOTICE OF PROMOTIONAL EXAM" issued by the Exam Administrator. Only those employees whose names are furnished to the Exam Administrator will be eligible to take the promotional exam.

G. The University shall require the Exam Administrator to notify each employee who takes a promotional exam of the exam results. The exam results shall also be provided to the Director of Safety and Security.

H. When extraordinary circumstances make it necessary to give a promotional test at a time other than that originally established, employees shall be given adequate notice to prepare for such special exam. The employee shall not be compensated for the time spent taking the promotional exam if the exam occurs when the employee is off-duty. If an employee is on-duty during the test administration, they can take the test on working time.

### 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 that 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 in establishing the University's final promotional list. If the University intends to use criteria other than 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. Where an educational degree is a criterion pursuant to Section 10.3A, no less than two 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 effective July 1st of each calendar year. Names shall be retained on the promotional list for a period of (2) two years. Time extensions of said list may be made only by the mutual consent of the University and PBA. The exam will be administered every 2 years, with the first exam given in 2019.

E. The University's promotional list, consisting of the name, final score, and position on the

appropriate list, shall be furnished to each employee who passed the written exam.

#### 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 vacancy shall be those having the highest five (5) numerical scores on the University's promotional list or, if Section 10.3A, is used, the five (5) highest overall scores with a passing score on the written exam. However, the University shall have the discretion to fill a vacancy from only the highest five (5) numerical scores of current University employees contained on the University's promotional list.

B. Employees who do not receive a promotion for which they applied will retain their position on the promotional list until that list expires. 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.

### **Article 11**

#### **CLASSIFICATION REVIEW**

##### 11.1 Review of Assigned Duties.

A. Except in case of an official emergency, employees shall not be required to perform work not included in the employee's position description.

B. When an employee alleges that the employee is being regularly required to perform duties which are not included in the employee's position description, and the duties assigned are not included in the class specification to which the position is allocated, the employee may request a review under the University's

complaint procedure. The employee has the right to PBA representation at the complaint review meeting.

11.2 Working in a Higher Classification. An employee who is designated by the appropriate supervisor to temporarily perform a major portion of duties of a position in a higher classification than the employee's current classification shall receive a pay increase of not less than ten percent (10%) for the period of time such duties are assigned consistent with University procedures, provided such duties are performed for a period of more than twenty-two (22) workdays within any six (6) consecutive months.

## **Article 12**

### **PERSONNEL RECORDS**

#### 12.1 Personnel Records.

A. There shall be only one official personnel file for each employee, which shall be maintained in the central human resources office of the University unless a different location is approved by the President or designee. Duplicate personnel files may be established and maintained within the University. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file excepts as provided in Section 12.1.

B. The University and the PBA agree that counseling letters or memos are not discipline, and that such documents issued prior to January 1, 2013, shall not be maintained in the employee's official personnel file, but, instead, shall be maintained only in the departmental file.

C. An employee will have the right to review his/her official personnel file at reasonable times under the

supervision of the designated records custodian. An employee may attach a concise statement in response to any items included in the file and shall be sent a copy of any derogatory material which is placed in the file.

D. Where the President or designee, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document will be marked Invalid and sealed.

12.2 Privacy. The University is governed by the provisions of Chapter 119, Florida Statutes, and recognizes that certain information relating to law enforcement officers is exempt from release and shall protect this information from release except as required by law, court order, or other legitimate governmental purpose.

12.3 Expiration of Disciplinary Action. Upon the request of the employee, documentation of an oral or written reprimand will be marked "EXPIRED" at the following times and under the following conditions (as used herein the term "EXPIRED" means that the record of discipline shall no longer be considered, utilized or have any effect for any purpose whatsoever):

A. Oral Reprimand after one (1) year from date of issuance, absent any further disciplinary action during that one (1) year period if no further infractions of a similar type occur.

B. Written Reprimand after eighteen (18) months from date of issuance, absent any further disciplinary action during that eighteen (18) month period if no further infractions of a similar type occur.

C. Suspension after two (2) years from date of issuance, absent any further disciplinary action during the two (2) year period if no further infractions of a similar type occur.



12.4 Notice of Placement of Item in File. Officers shall receive a copy of the record of disciplinary action placed in their personnel file.

### **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 working condition exists in the Police Department, 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 drive 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, mace or 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 is at the 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 require the wearing of the vest under specified conditions or special circumstances.

#### 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 employees, 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 12 months from the previous date of issue.

#### 13.5 Employee Health and Fitness Program

A. The University shall allow each employee to use Hansel Tookes Recreation Center on campus to train, free of charge.

B. The University shall negotiate with the PBA prior to implementing a mandatory health and fitness program for employees.

### **Article 14**

#### **PERFORMANCE EVALUATIONS**

14.1 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 evaluation may be reviewed but shall not be changed by a higher-level administrator. 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. Numerical arrest, citation, or violation 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 provide employees and supervisors with training in performance evaluation procedures.

D. Where an employee who has attained permanent status in the class does not meet performance

standards, the University shall develop a performance plan intended to correct performance deficiencies.

E. Such employee shall be granted, upon written request, an opportunity to a performance evaluation review conference with the Director of Safety and Security. This review shall ensure that the performance evaluation was not done in an arbitrary or capricious manner.

F. The employee may be removed from his/her class no sooner than sixty (60) days after receipt of the improvement plan if adequate improvement in performance is not made.

G. Immediate supervisors should conduct and document quarterly counseling session with their subordinates in order to monitor performance progress during the evaluation period.

14.2 Grievability. A grievance may be filed only by an employee with permanent status in his/her current class who is demoted or dismissed for an evaluation of not meeting performance standards pursuant to the provisions of Section 7.3.

#### **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 work schedule which shall not exceed eighty (80) hours in a fourteen (14) day work cycle. Prior to implementing such an alternate work schedule, the University shall provide the PBA with the proposed alternate work schedule and a list of those employees affected. The PBA may consult with the University over the proposed alternate work schedule;

however, should agreement not be reached in consultation, the PBA will enter into negotiations with the University. An alternate work schedule shall not be implemented by the University until negotiations with the PBA are complete.

B. When required hours of work exceed forty (40) during a workweek, unless otherwise agreed under Section 15.1A, compensation for overtime worked shall be in the form of cash payment unless the employee and the supervisor agree that the employee be credited with compensatory leave.

C. An employee will be given fourteen (14) day notice of a change in the employee's workweek, work hours or days off, except in an official emergency or to meet unforeseen law enforcement needs.

D. At least fourteen (14) day notice shall be given to each officer drafted for a work assignment. Such notice shall not include notification given while the officer is on his/her regular days off, except in an official emergency. However, an employee shall be given at least seven (7) day notice to changes in work assignment to meet unforeseen law enforcement needs.

E. Unforeseen law enforcement needs shall not include lack of planning for events scheduled at least twenty-one (21) days in advance.

F. 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 beginning of the new shift assignment, except when an emergency situation or staffing limitation does not permit.

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 Compensatory Leave.

A. An employee may accumulate up to 120 hours of special compensatory leave except that unused special compensatory leave may be paid for by the University at any time.

B. Officers working a holiday shall be granted the option of receiving special compensatory leave or payment for each hour worked on the shift falling on the holiday at time and one-half the employee's hourly base rate of pay. Officers observing their regularly scheduled day off when the holiday falls shall receive eight hours special compensatory leave.

C. When an employee has accumulated in excess of 120 hours of special compensatory leave, the supervisor may require an employee to use any part of the employee's accrued special compensatory leave in increments of 8) hours or in increments equivalent to the number of hours of work in an employee's regularly scheduled workday. Normally, an employee will be given fourteen (14) day notice when required to use special compensatory leave in an increment in excess of forty (40) hours, and seven (7) day notice when required to use special compensatory leave in an increment of sixteen (16) to forty (40) hours.

### 15.4 Compensation for Special Duty.

A. When an employee works an event for which the Department is reimbursed at a premium rate of pay, and such event is outside the employee's regularly scheduled workweek, and a holiday(s) occurs or the employee uses sick leave in that workweek, such employee will receive premium (time and a half) pay for working that event. The hours for which premium pay is received shall not be counted as hours worked for the purpose of calculating overtime for that workweek.

B. An employee reporting to a special duty event, described in Section 14.4A, shall be guaranteed two (2) hours of premium pay if an event is canceled or concluded prior to the end of the two-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 (2) hours.

#### **Article 16**

### **ON-CALL ASSIGNMENT, CALL-BACK AND COURT APPEARANCES**

16.1 On-Call Assignment. "On-call" assignment shall be defined as any time when appropriate management has instructed the employee, in writing, to remain available to work during an off-duty period. An employee who is so instructed shall be required to leave word where the employee may be reached by telephone or by other electronic signal device in order to be available to return to a work location on short notice to perform assigned duties.

#### 16.2 On-Call Payment.

A. On-call is not compensable for purposes of computing over-time; however, travel time to and from work when called back is compensable time.

B. An employee who is required to be on call shall be compensated by payment of a fee in an amount of one dollar (\$1.00) for each hour such employee is required to be on-call.

C. An employee who is required to be on call on a Saturday, Sunday, or a Holiday will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the hourly minimum for the employee's

class for each hour such employee is required to be available.

D. If available, an Investigator who is required to be on call shall be provided an agency vehicle exclusively for the on-call period and only for responding portal to portal or on-call assignments.

16.3 Call-Back. If an employee is called back to perform work beyond the employee's scheduled hours of work for that day, the employee shall be credited with the greater of the actual time worked, including time to and from the employee's home to the assigned work location, or two (2) hours.

16.4 Court Appearances. If an employee is subpoenaed to appear as a witness in a job-related court case, not during employee's regularly assigned shift, the employee shall have the option to either accept the witness fee or be granted a minimum of 2½ hours which shall be counted as hours worked.

## **Article 17 LEAVE**

17.1 Employees may be granted leaves of absence as provided in the University regulations.

17.2 Job-Related Disability Leave. Paid or unpaid job-related disability leave shall be in accordance with Chapter 440, F.S.

17.3 Leave to Supplement Workers' Compensation Benefits and Alternate Duty.

A. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with University regulations.

B. When an employee has been determined eligible to receive a temporary partial disability benefit or a temporary total disability benefit pursuant to the



provisions of Section 440.15, F.S., and there is medical certification that the employee temporarily cannot perform the duties of the employee's regular position but can perform some type of work beneficial to the University, the employee may be returned to the payroll at his/her regular rate of pay to perform such duties as the employee is capable of performing.

C. If the University returns an employee to alternate duty, the University shall reassign the employee to his/her regular duties when the employee becomes medically able to perform such duties.

D. A complaint concerning administration of this Section may be grieved in accordance with Article 6 of this Agreement and up to and including Step 2.

17.4 Bereavement Leave – Employees covered by this Agreement shall be granted up to two days off with pay to arrange and/or attend funeral services in the event of death in the immediate family. Immediate family is defined as the spouse, or, the members of the spouse's mother, father, brother, sister, son, daughter, grandchild, mother-in-law, father-in-law and grandparents.

17.5 Carryover shall be in accordance with University regulations.

## **Article 18**

### **LEARNING OPPORTUNITIES**

18.1

A. Law Enforcement Training. The University and the PBA recognize the importance of training programs to develop skills in our law enforcement officers and supervisors. The University will make a reasonable effort to continue existing training programs in law enforcement techniques and to develop new programs, and to ensure that opportunities to attend law

enforcement and salary incentive training programs are equitably distributed among employees.

B. The PBA shall be provided an annual report submitted by the Chief of Police which shall include the following information:

1. Annual training budget
2. requests by officers
3. actual courses attended by officers
4. cost, per officer, of training provided
5. training locations per officer and,
6. in-service training.

18.2 Tuition Reimbursement Program. The University is encouraged to accommodate employees seeking to take courses in accordance with the University's Tuition Reimbursement Policy.

18.3 Health and Fitness Program. The University shall consult with the PBA under the provisions of Section 5.3A prior to implementing a mandatory health and fitness program for employees. Such consultation shall not constitute a waiver of the PBA's right to negotiate concerning changes in terms and conditions of employment.

## **Article 19**

### **DUES DEDUCTIONS**

19.1 Deductions and Remittance.

A. During the term of this Agreement, the University will deduct PBA dues and other authorized deductions in an amount established by the PBA and certified in writing by the President of the Florida Police Benevolent Association to the University, from the

employees' pay for those employees who individually make such request on the deduction form provided by the PBA included as Appendix B. Such deductions will be made by the University when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the University.

B. Where an employee has been suspended or dismissed and subsequently returned to work with full or partial back pay, the University shall deduct the PBA membership dues that are owing for the period for which the employee receives back pay. Dues deduction will be resumed for such employees and those employees who return from unpaid leave.

C. The PBA shall advise the University of any increase in dues or other authorized deductions in writing at least thirty (30) days prior to its effective date.

D. This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

E. The University will not be required to process Dues Deductions Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to the University more than sixty (60) days following the date of the employee's signature.

F. Deductions of dues and other authorized deductions shall be remitted exclusively to the President of the Florida Police Benevolent Association by the University within thirty (30) days after the deductions are made, or as soon as practical thereafter, along with a list containing the names of the employees for whom the remittance is made.

19.2 Insufficient Pay for Deduction. In the event an employee's salary earnings within any pay period are not

sufficient to cover dues and any other authorized deductions, it will be the responsibility of the PBA to collect its dues and uniform assessments for that pay period directly from the employee.

19.3 Termination of Deduction. Deductions for PBA dues and other authorized deductions shall continue until either: 1) revoked by the employee by providing the University and with thirty (30) days written notice that the employee is terminating the prior check off authorization; 2) revoked pursuant to Section 447.507, Florida Statutes; 3) the termination of employment; or 4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, the PBA shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

19.4 Indemnification. The PBA shall indemnify, defend, and hold the University and its Board, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the Board, or their officials, agents, and employees in complying with this Article. The PBA shall promptly refund to the University any funds received in accordance with this Article that are in excess of the amount of dues and other authorized deductions which the University has agreed to deduct.

**Article 20**  
**CONFLICT OF INTEREST AND OUTSIDE**  
**ACTIVITY**

20.1 Outside Employment - General.

A. On the effective date of this Agreement, any employee who is performing employment outside of the University shall notify the Chief of such employment.

If the employment has not been previously approved, it shall be subject to the provisions of Paragraph 19.1B.

B. If an employee anticipates accepting employment outside of the University, the employee shall notify the Chief of such outside employment prior to the date of employment and verify that such employment does not conflict with the employee's University employment or with applicable laws or rules. Should such conflict(s) exist, the outside employment shall not be approved.

C. The University may make reasonable inquiries of the employee to ensure that the employee's employment outside of the University does not constitute a conflict of interest or interfere with the employee's primary duties as a University law enforcement officer. Employees shall not be required to file regular reports regarding the outside employment that has not changed for activities which had previously been approved.

20.2 Outside law enforcement employment is prohibited. Extra duty law enforcement by members of the Department shall be limited to overtime details and duties pursuant to mutual aid agreements as organized through and sanctioned by the Department. Such details may occur only on property or facilities which are under the guidance, supervision, regulation or control of the University.

## **ARTICLE 21**

### **UNIFORMS AND EQUIPMENT**

21.1 Uniform. All employees shall receive a standard issue of uniforms (winter and summer) and uniform accessories. Due to the warm Florida weather, summer uniforms can be worn year-round as weather permits. Employees may request replacement of such uniforms as needed. Requests for replacement of uniforms and

equipment required by policy shall be honored in a timely fashion and not unreasonably denied. Uniform accessories and equipment will include the following minimum requirements:

- A. Gun belt, either 2 1/4 inches or 3 inches, as appropriate for the individual employee;
- B. Firearm safety (SSIII) holster; and,
- C. Three (3) magazines and an approved case for spare ammunition.

21.2 Clothing and Shoe Allowance. The University will provide employees with a clothing and shoe allowance for uniforms and uniform maintenance in the amount of \$550.00 annually. Employees assigned to a fulltime plain clothes position shall receive allowance in the amount of \$600.00 annually as a clothing and shoe allowance.

#### **Article 22**

### **EMERGENCY EXPENSES**

Emergency Expenses. When an emergency arises requiring temporary personnel assignment with less than forty-eight (48) hours' notice, the University agrees to make the necessary payment to the vendor for meals and lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required by the University. Travel expenses shall be reimbursed within a reasonable period of time after the submission of the proper documentation.

#### **Article 23**

### **WAGES**

23.1. General Increases:

A. Each eligible employee shall receive consideration for a pay adjustment during wage negotiations.

B. Eligible employees are all employees other than those who have a current "Not Meeting Performance Standards/Expectations" evaluation on file. If an employee has a current performance evaluation of "Not Meeting Performance Standards/Expectations" in effect on the date of the annual salary increase, the employee shall receive such increase when the employee attains at least an achieves, satisfactory, or meets performance standards/expectations evaluation prior to July 1, 2018. Such delayed increase shall be effective on the date of that performance evaluation and shall not be retroactive.

C. Eligible employees, those having satisfactory performance, shall receive a 2.5% salary increase, effective August 1, 2018, in accordance with University regulations. Eligible employees will also receive an additional 2.5% on August 1, 2019 and 2.0% on August 1, 2020.

23.2 Salary Increase Upon Promotion: An employee promoted pursuant to Article 10 shall receive an increase of ten percent (10%) of their current base rate of pay.

23.3 Additives for Special Assignments.

A. Each University may provide salary additives to employees selected for special assignments such as Field Training Officer. Prior to implementing such additives, the University shall provide the PBA with the policy including criteria and compensation, for such additives. The amount of such additives shall be no less than five percent (5%) of the employee's base rate of pay per assignment during the period of assignment. The PBA may consult with the University under Section 5.3 prior to the implementation of the additives.

B. Field Training Officer. The University shall provide a salary additive for employees in the Law Enforcement Officer class it selects for the special assignment of Field Training Officer. Employees who are selected for such a special assignment shall receive an additive of no less than five percent (5%) of their current rate of pay during their period of assignment.

C. Shift Differential. There shall be three shifts, the day shift (Shift A), the evening shift (Shift B) and the night shift (Shift C). Employees assigned to the evening shift shall receive a shift differential of five percent (5%) over their current rate during the period of assignment. Employees assigned to the night shift will receive a shift differential of ten percent (10%) over their current rate during the period of assignment.

## **Article 24**

### **BENEFITS**

24.1 State Employee Health Insurance Program. The University and the PBA support legislation to provide adequate and affordable health care insurance to all employees.

24.2 Death In The Line Of Duty Benefits. Funeral and burial expenses, education benefits, and the State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be provided as per applicable Florida Statutes.

24.3 Retired Employees.

A. Employees who have retired under the Florida Retirement System with the University shall be eligible, upon request, to receive on the same basis as other employees the following benefits at the University from which they retired, subject to University regulations and procedures:



1. retired employee identification card;
2. use of the University library (i.e., public rooms, lending and research service); and
3. placement on designated university mailing lists.

B. In addition, fees may be charged retired employees for the following, and/or access granted to them on a space available basis:

1. use of University recreational facilities;
2. a University parking decal; and

C. Under normal retirement, including disability retirement, an employee shall be presented one complete uniform including the badge worn by him/her, the employee's firearm if one had been issued as part of the employee's equipment, and an identification card clearly marked "RETIRED" consistent with the provisions of Section 112.193, Florida Statutes.

24.4 Award Program. The University agrees to promote a program of recognition awards for employees which shall include:

- A. Upon promotion, a framed certificate certifying the promotion;
- B. Awards for bravery and outstanding service;
- C. Service awards through the use of framed certificates, patches, or pins recognizing years of service with the University, specifically recognizing fifteen (15), twenty (20), and twenty-five (25) years of service; and
- D. Upon normal retirement, an identification card and badge reflecting a one "military grade" honorary promotion.

#### 24.5 Wellness Program.

The University and the Association recognize the benefits of wellness programs. Prior to implementing any new wellness program for law enforcement officers, the University will consult with the PBA regarding the proposed wellness program. If the parties cannot reach an agreement, any portion of the proposed program that represents a change in terms and conditions of employment would then be subject to collective bargaining prior to implementation.

### **Article 25** **SENIORITY**

#### 25.1 Definition.

A. For the purpose of this Article, "Seniority" shall be defined as continuous service in the job classification. It is the total length of continuous service with Florida A&M University Police Department as a law enforcement officer.

B. Seniority shall be based upon the date of regular appointment with the Department.

C. Continuous service is a period of uninterrupted employment.

#### 25.2 Seniority Application.

A. Vacation Selection. Employees shall be entitled to select vacations granted on a "first come first serve" basis within the unit to which they are assigned. For purposes of this section, the term "unit" shall mean the squad or division to which the officer is assigned. Notwithstanding anything in this Agreement, the department shall have the right to reschedule vacations where circumstances arise which could create a hardship upon the business needs of the department. If the

department cancels a scheduled and approved vacation of one week or more, the action may be grieved through Step 2 of the grievance process, but only for absence of a circumstance which would create a hardship upon the business needs of the department.

B. 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.

#### **Article 26**

### **GROOMING STANDARDS**

26.1 Haircuts will conform to the following standards: hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. The hair of uniformed female members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair must be worn up in a neat, stylish manner that permits the wearing of the hat. Conspicuous barrettes, pins, or combs will not be worn.

26.2 If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

26.3 The face will be clean shaven, except that if a mustache is worn it will be kept neatly trimmed and tidy.

No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip.

26.4 Cosmetics and Jewelry. If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers only may wear earrings. These earrings are restricted to the earlobe and be of a small post or stud type with one earring worn on each ear. Necklaces shall not be visible when the uniform is worn.

#### **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 or prescription eyewear, or such other items of personal property as have been given prior approval by the University 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. The Department is not responsible for personal pagers or telephones used by employees on duty.

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 - \$75;

2. Prescription eye wear - \$200 (including any required examination);

3. Other Items - The Chief shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear; and

4. Total allowable per incident - \$500.

B. Such reimbursement shall be with the approval of the Chief or the Chief's designee. Approval shall not be unreasonably withheld.

## **ARTICLE 28**

### **NO STRIKE**

28.1 No Strike Agreement. "Strike" means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term "strike" shall also mean any overt preparation including but not limited to the establishment of strike funds with regard to the above-listed activities.

28.2 Neither the PBA, nor any of its officers or agents, nor members covered by this Agreement, nor any other

employees covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, unlawful picketing, or any other interruption of the operations of the University, regardless of the reason for so doing.

28.3 Penalty. Any or all employees who violate any provisions of the law prohibiting strikes, or of this Article, will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the University shall not be subject to the Grievance Procedure established herein.

#### **Article 29**

### **PREVAILING RIGHTS**

29.1 All pay and benefits provisions published in the University Employment regulations which cover employees and which are not specifically provided for or modified by this Agreement or by the Legislature shall remain in effect during the term of this Agreement.

29.2 Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement but shall be subject to the method of review prescribed by the University Employment regulations, or other appropriate administrative or judicial remedy.

#### **Article 30**

### **MANAGEMENT RIGHTS**

The PBA agrees that the University has, and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of the University, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is

the right of the University to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement; provided, however, that the exercise of such rights shall not preclude an employee or employee representative from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

### **Article 31**

#### **ENTIRE AGREEMENT**

31.1 This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except as otherwise provided herein.

31.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

31.3 Therefore, the University and the PBA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

31.4 Modifications. Nothing herein shall preclude the Board or the PBA from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

#### **Article 32**

### **SAVINGS CLAUSE**

32.1 If any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with F.S. 447.309 (3), Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement. In such event, the parties shall meet within thirty (30) days prior to any modifications to discuss those provisions in good faith negotiations.

#### **Article 33**

### **DURATION**

33.1 This Agreement shall be effective on July 1, 2018, if ratified by both parties, or on the date it is ratified by both parties if ratification occurs after July 2, 2018, and shall remain in full force and effect through the 30<sup>th</sup> day of June 2021.

33.3 Negotiations for a successor Agreement shall begin no later than March 1, 2021. In the event that the University and the PBA fail to secure a successor Agreement prior to the expiration date of this Agreement,



the parties may agree in writing to extend this Agreement for any period of time.

**Article 34**  
**CONSULTATION**

34.1 The Chief of the Police Department and/or his designated representatives shall meet and consult on an as needed basis but at least once per quarter with representatives designated by the FAMU Big Bend PBA Representative on University law enforcement activities, on any matters which are not covered by this Agreement, and on questions relating to the implementation of this Agreement, up to one (1) hour.

34.2 Each Party shall submit an agenda to the other party at least seven (7) calendar days prior to each meeting date, and only items on the agenda will be discussed at the meeting; except with the mutual agreement of the parties, other items not on the agenda may be discussed.

34.3 It is understood that these meetings shall not be used for negotiating purposes.

34.4 Members of the bargaining unit who serve as Association representatives shall be excused without loss of pay for consultation purposes. Attendance at the consultation meetings outside of regular working hours shall not be deemed as timed worked.

**Article 35**  
**SPECIAL EVENT DUTY**

35.1 Compensation for Special Event Duty.

A. When an employee works a special event(s) for which the Department is reimbursed at a premium rate of pay, and such event is outside the employee's regularly scheduled workweek, and one of

the following occurs: If a holiday(s) occurs or the employee uses sick leave, annual leave, or uses administrative leave in that workweek, such employee will usually receive premium (time and a half) pay for hours worked at that event. The hours for which premium pay is received shall not be counted as hours worked for the purpose of calculating overtime for that workweek.

B. An employee reporting to a special event, shall be guaranteed two (2) hours of premium pay if an event is canceled or concluded prior to the end of the two (2) 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 for such duty will cause the employee to lose eligibility for the guaranteed two (2) hours.

C. The University shall not require employees to work overtime for special events on the days of scheduled hour shifts. Officers may volunteer to work special events with supervisor approval, not to exceed a sixteen (16) hour workday.

#### **Article 36**


### **USE OF PERSONAL VEHICLE**

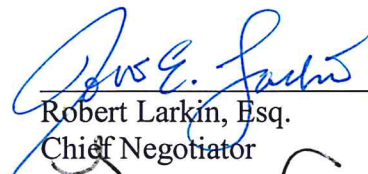
36.1 Employees in the bargaining unit will be paid a mileage rate to conform with Internal Revenue Service Regulations for the use of their personal cars if such use is required and approved by the Director of Safety and Security or his/her designee, for travel associated with required training at the designated training location(s) when a University vehicle is not available. The mileage reimbursement for required training shall apply only to the distance traveled between the Florida A&M University Police Department and required training location(s).

**SIGNATURE PAGE**

IN WITNESS THEREOF, the parties hereto have hereunder set their hands and seals this 9<sup>th</sup> day of May 2019


**For the FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY:**

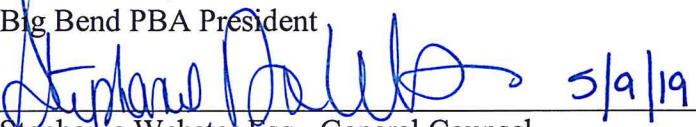
  
\_\_\_\_\_  
Dr. Larry Robinson, President  
Florida Agricultural and Mechanical University

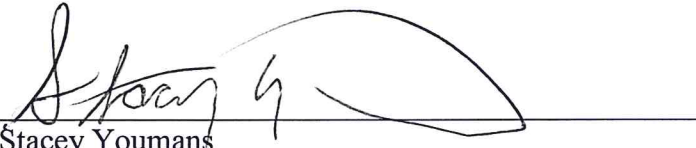
  
\_\_\_\_\_  
Robert Larkin, Esq.  
Chief Negotiator

  
\_\_\_\_\_  
Terence Callaway  
Director of Department of Campus Safety and Security

**For the POLICE BENEVOLENT ASSOCIATION, INC.:**

 5/9/19  
\_\_\_\_\_  
Steven Slade,  
Big Bend PBA President

 5/9/19  
\_\_\_\_\_  
Stephanie Webster Esq., General Counsel  
Florida Police Benevolent Association

  
\_\_\_\_\_  
Stacey Youmans  
Big Bend PBA Representative  
Florida A&M University

## APPENDIX A

The parties have agreed that the following class codes are included within the bargaining units indicated, and that this list may be amended by agreement of the parties or by order of the Florida Public Employees Relations Commission:

Law Enforcement, Certification No. 1456:

All law enforcement officers of the Florida Agricultural and Mechanical University certified pursuant to Chapter 943, Florida Statutes, in the following classifications: law enforcement officer, law enforcement corporal, law enforcement sergeant, law enforcement investigator.

CLASS CODE	CLASS TITLE
8515	Law Enforcement Officer
8517	Law Enforcement Corporal
8519	Law Enforcement Sergeant
8541	Law Enforcement Investigator

**APPENDIX B**

**FLORIDA AGRICULTURAL AND MECHANICAL  
UNIVERSITY PBA DUES DEDUCTIONS  
AUTHORIZATION**

I,

\_\_\_\_\_

(Full Name - Print) (Social Security Number) an employee of the University Police Department direct the University, to deduct from my regular biweekly or monthly salary the membership dues and other authorized deductions, if any, as established from time to time by the employee organization certified to represent the bargaining unit indicated below.

The University is directed to begin the deduction that is appropriate for the option selected below with the first pay period following the date this authorization form is received by my employing University and to continue said deduction until: 1) revoked by me at any time upon 30 days written notice to my employing University, 2) my transfer, promotion or demotion out of this bargaining unit, 3) the termination of my employment, or 4) revoked pursuant to Section 447.507, Florida Statutes. The deductions made pursuant to this authorization shall be transmitted to the employee organization certified to represent this unit.

Law Enforcement (Check One Only)

Unit Option: A B C  
D E

Appropriate Payroll Deduction Code \_ \_ \_ \_  
\_

MY SIGNATURE HEREON IS AUTHORIZATION FOR THE FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY TO RELEASE MY SOCIAL SECURITY NUMBER IN REPORTING DUES DEDUCTIONS.

Date: \_\_\_\_\_

Signature:

\_\_\_\_\_

Distribution of Copies:

Original: University

Copy: Association

**APPENDIX C**

**STEP 1 GRIEVANCE FORM**

**PBA**

This grievance was received and filed with the University by (CHECK ONE):  
\_\_\_\_ MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); OR  
\_\_\_\_ PERSONAL DELIVERY. *Personal Delivery requires signature of recipient.*  
Received by \_\_\_\_\_ Date \_\_\_\_\_  
*Faxed documents do not constitute an appropriate format for filing of grievances.*

GRIEVANT NAME: \_\_\_\_\_ Off. Tel. No. \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

EMPLOYEE GRIEVANCE

REPRESENTATIVE NAME: \_\_\_\_\_ Off. Tel No. \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

All university communications shall go to the Employee Grievance Representative at the above address.

STATEMENT OF GRIEVANCE — must cite the specific Articles and Sections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations:

REMEDY SOUGHT:

(See page 2 for additional requirements)

III. AUTHORIZATION

I will be represented in this grievance by: (check one - representative must sign on appropriate line):

PBA \_\_\_\_\_

Myself \_\_\_\_\_

Other \_\_\_\_\_

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

Signature of Grievant(s) \_\_\_\_\_ Date \_\_\_\_\_  
(The grievance will not be processed unless signed by the grievant.)

The Step 1 decision shall be transmitted to grievant's Employee Grievance Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to grievant and the local PBA Chapter if grievant elected not to be represented by PBA.

### APPENDIX D

#### STEP 2 GRIEVANCE FORM PBA

<p><b>This grievance was received and filed with the University by (CHECK ONE):</b> ____ MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); OR ____ PERSONAL DELIVERY. <i>Personal Delivery requires signature of recipient.</i></p> <p>Received by _____ Date _____</p> <p><i>Faxed documents do not constitute an appropriate format for filing of grievances.</i></p>
--

GRIEVANT NAME: \_\_\_\_\_ Off. Tel. No. \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

EMPLOYEE GRIEVANCE REPRESENTATIVE NAME: \_\_\_\_\_ Off. Tel No. \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

All university communications shall go to the Employee Grievance Representative at the above address.

STATEMENT OF GRIEVANCE — must cite the specific Articles and Sections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations:

REMEDY SOUGHT:



(See page 2 for additional requirements)

III. AUTHORIZATION

I will be represented in this grievance by: (check one - representative must sign on appropriate line):

PBA \_\_\_\_\_

Myself \_\_\_\_\_

Other \_\_\_\_\_

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

Signature of Grievant(s) \_\_\_\_\_

Date \_\_\_\_\_

(The grievance will not be processed unless signed by the grievant.)

The Step 2 decision shall be transmitted to grievant's Employee Grievance Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to grievant and the local PBA Chapter if grievant elected not to be represented by PBA.

**APPENDIX E**

NOTICE OF ARBITRATION

**This grievance was received and filed with the University by (CHECK ONE):**  
\_\_\_\_ MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); OR  
\_\_\_\_ PERSONAL DELIVERY. *Personal Delivery requires signature of recipient.*  
Received by \_\_\_\_\_ Date \_\_\_\_\_  
*Faxed documents do not constitute an appropriate format for filing of grievances.*

The Police Benevolent Association (PBA) hereby gives notice of its intent to proceed to arbitration in connection with the decision of the University dated \_\_\_\_\_ and received by the PBA Staff Representative on \_\_\_\_\_ in this grievance of:

NAME: \_\_\_\_\_

University FILE NO: \_\_\_\_\_

The following statement of issue(s) before the Arbitrator is proposed:

Signature of PBA Representative \_\_\_\_\_

Date \_\_\_\_\_

I hereby authorize the PBA to proceed to arbitration with my grievance. I also authorize the PBA and its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

Signature of Grievant(s) \_\_\_\_\_

Date (This request for arbitration will not be processed

unless signed by grievant.)

This notice should be sent to:

University General Counsel