
2023-2024
Supplemental Agreement to the

2022-2025 Collective Bargaining Agreement

between

Florida State University

and

Florida Police Benevolent Association, Inc.

Law Enforcement Bargaining Unit

Approved for Florida State University



Richard McCullough
President, Florida State University

June 5, 2023

Date

Article 10
INVESTIGATIONS UNIT ASSIGNMENTS

10.1 Selection Process.

A. An employee with a minimum of two (2) consecutive years of employment in the Department immediately prior to the assignment and meeting the eligibility criteria below, as defined under this article:

1. Be certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, and have attained regular status in their current or a previous certified law enforcement classification with the University;

2. Current performance evaluation must be at least a "Satisfactory" performance rating; and

3. No suspension action on file in the last three (3) years.

B. Selection for the assignment will be based on the file review numerical score calculated using the factors specified in 9.3B.

C. If the University uses oral interviews as part of the selection process, the oral board score will be averaged and combined with the file review score to obtain the final ranking.

D. The number of special assignments shall be within the exclusive discretion of the Chief of Police.

E. The length of the special assignment shall be three (3) years or at the discretion of the Chief of Police.

10.2 Investigations Unit Salary Additive & Classification.

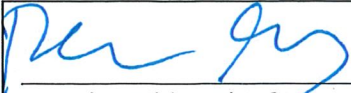

A. Employees assigned to work in the Investigations Unit will receive a 4% salary additive for the period of their assignment. Provided the employee has completed at least two (2) years of the assignment and has not received a Below Satisfactory evaluation or a suspension related to the job duties during the assignment, the salary additive will be converted to a pay increase to be added to the employee's base rate of pay once the employee has completed at least two (2) years of the assignment at a satisfactory level. The Investigator pay additive can only be earned once.

B. An employee assigned to the Investigations Unit will receive a University issued cellular phone for the duration of the assignment.

C. An employee assigned to the Investigations Unit will be assigned to the Investigator classification and will return to the classification of Law Enforcement Officer upon completion of the assignment.

D. Employees in the classification of Law Enforcement Corporal and Law Enforcement Sergeant will not receive a change in base pay for the period of the assignment and will not retain rank in their current classification upon completion of the assignment.

E. Employees in the Investigator classification as of June 30, 2013, shall retain the pay increase provided at the time of their placement into the Investigator classification.

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Article 13
HEALTH AND SAFETY

13.1 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 Safety Committee. The PBA will name one employee to serve on a university-wide Safety Committee.

13.3 Employee Health and Safety.

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

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

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


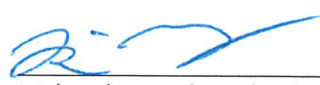
13.4 Vehicles and Equipment.

A. Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the University. Marked patrol vehicles shall be equipped with passive restraint barrier, and as such vehicles are replaced, the newly purchased vehicles shall include the standard police package. The University shall use high visibility lights on University vehicles as dictated by University needs. 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.

13.5 Firearms.

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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 six (6) months, at no cost to the employee. Such training shall be for the purpose of qualifying in the use of firearms.

C. The University shall issue new factory ammunition for on-duty use at intervals not to exceed twelve months from the previous date of issue.

13.6 When new equipment is issued to employees by the University, employees will be properly trained in the operation or use at the time of issuance.

13.7 Alcohol and Drug Testing


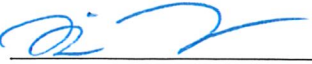
A. In accordance with the Drug-Free Workplace Act, it is the policy of the University that its employees shall not use illegal drugs or abuse alcohol or otherwise lawful drugs. The possession, use, or sale of illegal drugs or drugs obtained illegally is prohibited by all employees, regardless of whether such use, possession, or sale occurs on or off duty, and may serve as grounds for discipline up to and including dismissal. The use or possession of alcoholic beverages (including break and meal periods) while on duty is expressly prohibited.

B. Any employee covered by this Agreement shall be subject to drug and/or alcohol testing accomplished by certified and qualified operators in accordance with a random testing policy and/or if there is reasonable suspicion on the part of the employee's immediate supervisor and the FSU Chief of Police or designee, that the employee is under the influence of alcohol, drugs or controlled substances while on duty. Any specimen collected will be tested by a certified and accredited laboratory. For purposes of determining reasonable suspicion, the Department will use the standards described under Section 112.0455(5)(k), Florida Statutes.

C. When an employee test positive (e.g., a drug or drugs is detected), a second test will be run on the sample originally taken. The standards for determining whether a test is positive will be as provided under Chapter 59A-24.006, Florida Administrative Code, or any successor thereto. If the second test does not detect the presence of a drug or drugs, the second test shall prevail.

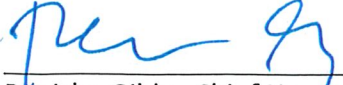

D. Testing will be done at the University's expense. Prior to testing, the employee shall be afforded the opportunity to disclose any medications or substances to the MRO/testing facility that may impact the test results. If the test results establish with reasonable scientific certainty that an employee is present at work with the presence of alcohol or drugs in his or her system, the employee may be disciplined or dismissed.

E. The failure or refusal of an employee to submit to a reasonable suspicion or random test when ordered to take such test may result in disciplinary action, up to and including dismissal.

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F. In the event that an employee informs the University of his or her abuse of alcohol/drugs prior to reporting for duty and prior to testing, disciplinary action will not be taken. The University will allow an employee the option of enrolling in a bona fide rehabilitation/treatment program. Failure to successfully complete the rehabilitation/treatment program, as verified by the Office of Human Resources, may result in dismissal. Sick leave and/or vacation may be utilized for rehabilitation and treatment. If sick leave and vacation leave have been exhausted, the employee may be granted a leave of absence without pay. Leaves under this Section will be designated as Family Medical Leave Act (FMLA) where permitted or required by law. If a rehabilitation opportunity is afforded, it shall be permitted for a first offense only.

G. If an employee is required to report for drug and/or alcohol testing outside of their scheduled work hours, the employee will be compensated for the time required to complete testing or two (2) hours, whichever is greater.

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**Article 15
 WORKDAY, WORKWEEK & SPECIAL DETAILS**

15.1 Workweek

A. FSU uniformed patrol officers, Class Codes 8515, 8517, and 8519, shall work a 14 consecutive calendar day work schedule beginning at 6:30 a.m. on Friday and ending at 6:29 a.m. 14 days later on Friday [fourteen (14) calendar day extended work period]. Officers who work the Monday thru Friday administrative shift, i.e., Crime Prevention, Special Operations, Training, Compliance, the Panama City Branch Campus officers, and officers assigned to the Investigations Unit, shall work a regular seven (7) day, 40 hour work week and will earn overtime for all required work hours over 40 in the established seven day work week.

B. Uniformed patrol officers work schedules shall consist of 12 hour work shifts from either 6:30 a.m. to 6:30 p.m. or 6:30 p.m. to 6:30 a.m. except in the case of any changes in an employee's schedule pursuant to the provisions of 15.1 D. Work shifts for uniformed officers shall be determined in accordance with Article 25.2 of the Agreement. Shift rotations will occur on an academic semester basis.

C. The Motor Squad will be considered a separate unit for the purposes of scheduling and shift selection. Work schedules shall consist of 12 hour work shifts from 6:30 a.m. to 6:30 p.m. Shift selection for Motor Officers will be based on the seniority of officers assigned to the Motor Squad. There will be a maximum of three (3) Motor Officers per squad. Shift rotations will occur on an academic semester basis.

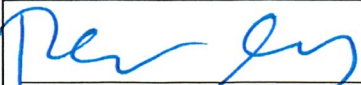

D. Uniformed patrol officers schedules shall consist of the following work days (X) and days off (O):

	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur
A	O	O	O	X	X	O	O	X	X	X	O	O	X	X
B	X	X	X	O	O	X	X	O	O	O	X	X	O	O
C	O	O	O	X	X	O	O	X	X	X	O	O	X	X
D	X	X	X	O	O	X	X	O	O	O	X	X	O	O

E. For uniformed patrol officers, any required hours of work over 80 hours in the 14 calendar day extended work period shall be compensated at the overtime rate. FSU may at its option adjust the above work schedules, so that officers only work 80 hours in the 14 day extended work period to avoid overtime pay, e.g., 11 ½ hour work shifts instead of 12 hours.

F. During each 12 hour work day, uniformed patrol officers shall normally have a scheduled meal break of 30 minutes and two 15 minute breaks, one in the first half of the work shift and the other in the second half of the work shift. These breaks will be considered work time. Officers may be called to return to duty during these time worked periods.

G. When required hours of work exceed forty (40) during a workweek for officers assigned to an administrative shift, compensation for overtime worked shall be

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in the form of cash payment unless the employee and the supervisor agree that the employee be credited with compensatory leave.

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 Shift & Workday Changes

A. An employee will be given seven (7) days' 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.

B. At least seven (7) days' 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. The parties understand that such notice is contingent on the University having such notice of an event in which officers will be drafted.

C. 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.

D. An employee scheduled to work the night shift shall be given at least eight (8) hours off work between the end of his/her shift and the scheduled reporting time for attending any required training session held the following day. Any employees attending such training, whether assigned to the day or night shift, shall be given at least eight (8) hours off work prior to the next shift, except in an official emergency or to meet unforeseen law enforcement needs.



E. Should an officer have to use administrative leave it will be granted in increments of up to 12 hours for each work day the officer is scheduled to work a 12 hour work shift.

F. In the event of a suspension of a uniformed patrol officer for disciplinary reasons, a suspension will normally be for 24 hours (two work days) which would be equal to a suspension of three eight hour work days (24 hours). FSU may suspend an officer without pay for longer in accordance with the University's Standards for Disciplinary Actions.

15.4 Special Events/Details

A. All officers and investigators (Class Code 8541) not scheduled to work the day of a home football game will be required to work to strengthen security. Patrol officers' shift schedules will remain the same for game day, but their patrol assignment is subject to change for the day. Officers who work home football games, who were not scheduled to work that day, will receive premium pay (one and one-half times regular rate of pay) for working on the day of a football game.

B. Any officers that attend or instruct mandatory training with prior approval from the Chief or designee, as specified below in section 15.4.F, outside of their regularly scheduled work hours or volunteer for other special events will receive

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premium pay for working those events, e.g., dances, VIP details, residence hall openings, etc.

C. Premium pay under this section will not be included in the employee's regular rate of pay for the purpose of computing overtime compensation, and this extra compensation will be credited toward any required overtime payments.

D. Overtime compensatory leave at the rate of one and one-half hours for each hour of work may be elected upon volunteering for the special event in lieu of premium pay. Such compensatory leave shall be handled in accordance with Section 15.5.

E. Management will provide as much notice as practical upon determination that there will be a special event in order to solicit volunteers to work the special event. If management is unable to solicit sufficient volunteers prior to seven (7) days from the scheduled special event, management will draft the required number of officers to work the special event from all bargaining unit officers. The draft list will be a list including all bargaining unit officers in the order of least seniority to most seniority. Bargaining unit officers who volunteer will be placed in seniority order at the end of the list each time they volunteer. Management, lacking sufficient volunteers, will go down the list in an orderly manner to assign officers to work special events.

F. Mandatory Training is as specified as Defensive Tactics Training; Fire Arms Training - Both hand guns and rifle; Driving Training; Cardiopulmonary Resuscitation (CPR) Training; Taser Training; or other mandatory training as approved by the Chief or designee.

15.5 Compensatory Leave.

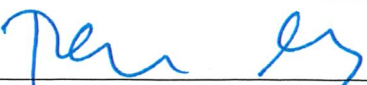

A. An employee may accumulate up to 240 hours of compensatory leave except that unused compensatory leave may be paid for by the University at any time.

B. Unused compensatory leave (straight-time and overtime) shall be cashed out:

- (1) Annually, typically in December,
- (2) Upon promotion to an ineligible salary plan,
- (3) Upon separation from the University, OR
- (4) At the discretion of the department when crossing budget entities, at the time of reassignment, transfer, demotion, or promotion across divisions.

C. Compensatory leave may be retained only for extraordinary circumstances upon final approval by the Chief Human Resources Officer or designee. The retention request must be initiated by the affected employee and approved by the supervisor, Dean, Director or Department Head, and the Chief Human Resources Officer or designee. If retention of compensatory leave is deemed inappropriate by the Chief Human Resources Officer or designee, some or all of the compensatory leave will be cashed out.

D. Compensatory leave earned for additional holidays declared by the Board of Trustees or President may be required to be used or forfeited and not cashed out.

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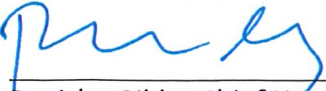

E. Any hours worked during a workweek that would cause the compensatory leave balance (either straight-time or overtime) to exceed 240 hours will be paid during the biweekly in which it was earned.

F. Prior approval must be received from the supervisor before compensatory leave is used.

G. Effective October 21, 2016, overtime compensatory leave shall be used and the balances depleted before annual leave is used.

H. While on compensatory leave or other leave with pay, an employee may not be employed elsewhere unless the requirements for outside activity have been met.

15.6 Annual Leave. Employees may retain up to 300 hours of their accrued annual leave balance for calendar years 2023 and 2024.

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Article 23
WAGES

For Fiscal Years 2023-2024 and 2024-2025, the University will implement the following pay adjustments. Both parties agree that wages for fiscal years 2023-2024 and 2024-2025 shall not be reopened unless mutually agreed to by both parties.

23.1 The University will implement a one-time pay adjustment effective June 9~~23~~, 2023, for each in-unit employee working in the classifications of Law Enforcement Officer ~~and Law Enforcement Investigator~~ earning less than \$60,000, as of June 2~~39~~, 2023, to bring the employee's base rate of pay to \$60,000.

A. In addition, effective June 9~~23~~, 2023, each in-unit employee working in the classification of Law Enforcement Officer ~~and Law Enforcement Investigator~~ will receive a one-time compression adjustment of 2.0% for each year of FSU law enforcement service, up to 10 years. The compression adjustment will be calculated on the minimum annual salary of \$60,000, regardless of the employee's current base salary. The employee's new base salary after the compression adjustment will not exceed \$73,140.

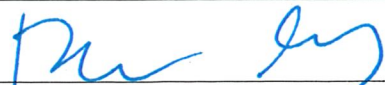
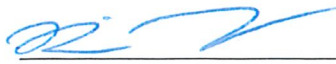
A.B. In addition, effective June 23, 2023, each in-unit employee working in the classification of Law Enforcement Officer that has previously completed two years in the Law Enforcement Investigator classification will receive a \$2500 adjustment to their base rate of pay after the compression adjustment.

23.2 The University will implement a one-time pay adjustment effective June 23, 2023, for each in-unit employee working in the classifications of Law Enforcement Investigator earning less than \$60,000, as of June 23, 2023, to bring the employee's base rate of pay to \$60,000.

A. In addition, effective June 23, 2023, each in-unit employee working in the classification of Law Enforcement Investigator will receive a one-time compression adjustment of 2.0% for each year of FSU law enforcement service, up to 10 years. The compression adjustment will be calculated on the minimum annual salary of \$60,000, regardless of the employee's current base salary. The employee's new base salary after the compression adjustment will not exceed \$75,640.

23.2~~3~~ The University will implement a one-time pay adjustment effective June 9~~23~~, 2023, for each in-unit employee working in the classifications of Law Enforcement Corporal earning less than \$70,040, as of June 9~~23~~, 2023, to bring the employee's base rate of pay to \$70,040.

A. In addition, effective June 9~~23~~, 2023, each in-unit employee working in the classification of Law Enforcement Corporal will receive a one-time compression adjustment of 2.0% for each year of current and continuous service in the Law Enforcement Corporal job classification, up to 10 years. The compression adjustment will be calculated on the minimum annual salary of \$70,040, regardless of the

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employee's current base salary. The employee's new base salary after the compression adjustment will not exceed \$85,378.

B. In addition, effective June 23, 2023, each in-unit employee working in the classification of Law Enforcement Corporal that has previously completed two years in the Law Enforcement Investigator classification will receive a \$2500 adjustment to their base rate of pay after the compression adjustment.

C. In addition, effective June 23, 2023, each in-unit employee working in the classification of Law Enforcement Corporal with 10 or more years of FSU law enforcement service will receive a pay adjustment of no less than 5% above the Law Enforcement Officer classification maximum of \$73,140.

23.34 The University will implement a one-time pay adjustment effective June 9²³, 2023, for each in-unit employee working in the classifications of Law Enforcement Sergeant earning less than \$76,182, as of June 9²³, 2023, to bring the employee's base rate of pay to \$76,182.

A. In addition, effective June 9²³, 2023, each in-unit employee working in the classification of Law Enforcement Sergeant will receive a one-time compression adjustment of 2.0% for each year of current and continuous service in the Law Enforcement Sergeant job classification, up to 10 years. The compression adjustment will be calculated on the minimum annual salary of \$76,182, regardless of the employee's current base salary. The employee's new base salary after the compression adjustment will not exceed \$92,865.

B. In addition, effective June 23, 2023, each in-unit employee working in the classification of Law Enforcement Sergeant that has previously completed two years in the Law Enforcement Investigator classification will receive a \$2500 adjustment to their base rate of pay after the compression adjustment.



23.5 The total pay adjustments specified above for an in-unit employee effective June 23, 2023, will be a minimum of 5%.

23.46 The University will implement a 2.0% across the board pay adjustment, effective July 5, 2024, for each eligible in-unit employee as defined herein. The pay adjustment will be calculated on the employee's July 4, 2024, base salary.

A. To receive the pay adjustment, the employee must be in active payroll status on July 5, 2024.

B. An employee not in active payroll status on July 4, 2024, but who returns to pay status before June 30, 2025, will receive the pay adjustment at that time, as long as they meet all eligibility requirements outlined above.

C. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund will receive the pay adjustment equivalent to employees whose salaries are funded from E&G sources, provided that such funds are available with the contract, grant, auxiliary, or local fund.

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23.57 If funds are available, the University may award merit, market, or pay equity adjustments due to compression to individual employees based on established University criteria.

23.68 If funds are available, the University may award non-recurring bonuses to individual and/or all bargaining unit employees.

23.79 Salary Increase Upon Promotion: An employee promoted pursuant to Article 9 shall receive a promotional increase as follows:

- A. No less than ten (10) percent for a promotion from Officer to Corporal
- B. No less than five (5) percent for a promotion from Corporal to Sergeant
- C. No less than 15 (fifteen) percent for a promotion from Officer to Sergeant


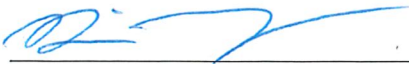
A promotional increase can only be earned once per promotion to a classification for which an employee has already received a promotional increase.

23.810 Additives for Special Assignments.

A. The 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 four (4) percent during the period of the assignment. The PBA may consult with the University under Section 4.3 prior to the implementation of the additives. Only one salary additive can be earned at a time.

B. 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, Crime Prevention Officer, School Resource Officer, and Crime Intelligence Officer. Employees who are selected for ~~such a the~~ special assignment of Crime Prevention Officer, School Resource Officer, and Crime Intelligence Officer shall receive an additive of no less than a four (4) percent increase during the period of assignment. Employees who are selected for the special assignment of Field Training Officer shall receive an addtieve of no less that six (6) percent.

23.11 Telecommunications Certification Bonus. Employees currently certified as a Public Safety Telecommunicator as required by the department, and employees who are required to become certified, and have at a minimum Limited Access through FCIC/NCIC, will receive a \$1,000 one-time non-recurring bonus. The bonus will be paid upon documented notice of initial certification.

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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, 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
3. Course enrollment of retired employees 60 years or older who meet the Florida residency requirements, without payment of fees, on a space available basis, in accordance with Section 1009.26(4), Florida Statutes.

C. Under normal retirement, including disability retirement, an employee shall be presented with a 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.

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A. All sworn law enforcement employees hired after January 1, 2009, will be tested annually on their current physical fitness as a means to maintain the pre-employment testing standards established when they were hired. Employees will be notified of the test date at least thirty (30) days in advance.

B. The department will utilize the FDLE recommended Physical Abilities Test (PAT) standard for fitness standards to include the following:



1. Exiting vehicle/open trunk
2. 220 yard run
3. Obstacle course
4. Dummy drag
5. Obstacle course (repeat)
6. 220 yard run (repeat)
7. Dry fire weapon
8. Place items in trunk/enter vehicle

The above must be completed within six minutes and four seconds.

C. All sworn law enforcement employees hired after January 1, 2009, who fail to meet the standards listed in Section B, will be retested in three (3) months from the date of the failed fitness test. Such employees will be given the opportunity to participate in on-campus fitness training as outlined in Section D below; meet with a dietician ; participate in the Smoking Cessation Program ; and/or take advantage of programs offered by their healthcare provider. Employees who fail the retest will receive disciplinary action for Unsatisfactory Work Performance Including Continuing Inefficiency, Inability to Perform Assigned Duties and/or Substandard Performance of Assigned. Employees who continue to fail the PAT will be retested every three months until they pass the PAT or are dismissed from their position for Unsatisfactory Work Performance Including Continuing Inefficiency, Inability to Perform Assigned Duties and/or Substandard Performance of Assigned Duties through the University's progressive disciplinary process. Any employee on approved medical leave, light duty, Workers Compensation, or Family Medical Leave at the time of the annual test shall be reevaluated upon their release from their physician. The employee will be provided at least thirty (30) days' notice of the retest.

D. All sworn law enforcement employees will be allowed to voluntarily participate in on-campus fitness/wellness programs with the approval of their first-level supervisors. Fitness/wellness activities suitable for excused absence should address cardiovascular/aerobic endurance, muscular strength, endurance, flexibility and body conditioning. Full-time employees will be granted work time, for up to 5 hours each bi-weekly (recommend 1 hour minimum to 1 ½ maximum per session) for these activities. Scheduling for participation in the fitness/wellness program must be accomplished through the employee's first-level supervisor. Management may revoke participation privileges if abuse is identified.

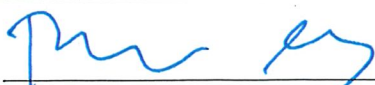

E. Unused wellness activity periods cannot be banked and carried over to the next week. Periods used per week include time for changing clothes, showering and travel to/from the fitness/wellness program location. Fitness/wellness periods can be

 Renisha Gibbs, Chief Negotiator Date: <u>07/24/23</u>	T.A.	 Richard Murphy, Chief Negotiator Date: <u>05/26/23</u>
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combined with authorized breaks or in conjunction with the regularly scheduled lunch period.

F. Employees are strongly encouraged to visit with their physician prior to participating in any on-campus fitness/wellness programs certifying which physical fitness activities are permitted and that there exist no limiting physical conditions unless otherwise noted on the doctor's certificate.

G. Employees must maintain a log of all wellness activities that meets the approval of their supervisor.

 Renisha Gibbs, Chief Negotiator Date: <u>5/24/23</u>	T.A.	 Richard Murphy, Chief Negotiator Date: <u>05/26/23</u>
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