2011 - 2012 Supplement to

2010 - 2013 Collective Bargaining Agreement

between

The Florida State University

and

Florida Police Benevolent Association, Inc.

Law Enforcement Bargaining Unit

APPROVED FOR THE FLORIDA STATE UNIVERSITY:

[Signature]
Eric J. Barron
President, Florida State University

8-5-11
Date
2011 - 2012 Supplement to

2010 - 2013 Collective Bargaining Agreement
between
The Florida State University
and
Florida Police Benevolent Association, Inc.
Law Enforcement Bargaining Unit
Article 4
EMPLOYEE REPRESENTATION AND PBA ACTIVITIES

4.1 Designation and Selection of Representatives.
   A. The President of the PBA shall furnish to the University a list of Employee
      Grievance Representatives, PBA Staff Representatives, and other PBA representatives
      who are designated to assist in processing grievances. This list shall include the name,
      address and telephone number of each Employee Grievance Representative, PBA Staff
      Representative, and other PBA grievance representatives. The University will not
      recognize any person as an Employee Grievance Representative, PBA Staff
      Representative, or other PBA grievance representative whose name does not appear
      on the list. This list may be amended as new representatives are designated by the
      PBA.
   B. Up to three (3) employees may be designated to serve as Employee
      Grievance Representatives.

4.2 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 policies regarding public access to University property
      and may request access to premises not available to the public under 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.

4.3 Consultation.
   A. Consultation with the Chief of Police and/or the Director, Human
      Resources for Employee and Labor Relations. The Chief of Police and/or the Director,
      Human Resources for Employee and Labor Relations or their representatives shall
      meet with up to three (3) local PBA representatives, or such other number as the parties
      agree, to discuss matters pertinent to the implementation or administration of this
      Agreement, or any other mutually agreeable matters. The party requesting consultation
      shall submit a written list of agenda items no less than one (1) week in advance of the
      meeting. The other party shall also submit a written list of agenda items in advance of
      the meeting if it wishes to discuss specific issues. The University and the PBA
      understand and agree that such meetings may be used to resolve problems regarding
      the implementation and administration of the Agreement; however, such meetings shall
      not constitute or be used for the purpose of collective bargaining.
   B. If a consultation meeting is held or requires reasonable travel time during
      the working hours of any employee participant, such participant shall be excused
      without loss of pay for that purpose. Attendance at a consultation meeting
outside of regular working hours shall not be deemed time worked.

4.4 Bulletin Boards.
A. Where University Police Department (hereinafter "Department") controlled bulletin boards are available, the Department agrees to provide space on such bulletin boards for PBA use. Where bulletin boards are not available, the Department agrees to provide wall space for PBA purchased bulletin boards. The PBA shall also have the right to maintain or use at least one bulletin board per building where a substantial number of employees report for duty.
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.

4.5 Employee Information, Rules and Regulations Provided.
A. Upon written request of the PBA, the University 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. The University shall provide the PBA with a copy of its personnel rules and regulations published under the Administrative Procedures Act. The University shall also maintain a copy of University Employment Rules and Regulations and Department policies and procedures in a location within the Department accessible to employees and employees shall be notified of such location.
C. At least twenty (20) days prior to the adoption or amendment of any University personnel rule and regulation which will change 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 rule and regulation, a brief explanation of the purpose and effect of the proposed rule and 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 rule is promulgated as an emergency rule under the provisions of Chapter 120 F.S.) The PBA may provide written comments, concerns, or suggested revisions to the University contact person within ten (10) 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 will include the reasons for rejecting any suggested revisions. The PBA may also use the consultation process described in Section 4.3 to discuss the proposed revisions to a University personnel rule and regulation; however, the PBA must request such consultation within ten (10) days of receipt of notice of the proposed rule and regulation revision. Such consultation shall not constitute a waiver of the PBA’s right to negotiate concerning changes in terms and conditions of employment.
4.6 Negotiations.
   A. Parties and Location.
      1. 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.
      2. Negotiations shall be held in Tallahassee, Florida.
   B. Negotiation Committee. The PBA may designate in writing no more than two-thirty (32) employees to serve on its Negotiation Committee and not more than two (2) employees to serve as alternates 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 for any day the employee is attending negotiations. 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.

4.7 Leave for Negotiating and Other PBA Activities.
   A. An alternate who is not 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.
22.1 For Fiscal Year 2011 – 2012, the University will implement a 3.0% pay adjustment, as follows:
   A. Each eligible employee, as defined herein, shall receive a 3.0% pay adjustment based upon the employee’s August 8, 2011, base rate of pay, effective August 8, 2011, or upon ratification. Each eligible part-time employee shall receive a pay adjustment prorated based on the full-time equivalency of his or her position.
   B. To receive a pay adjustment, the employee must be employed by FSU in a salaried position on or before June 30, 2011, and be in active payroll status on August 8, 2011.
   C. An “eligible” employee must have received a satisfactory evaluation, or if no evaluation has been done, meet his/her required performance standards. If an ineligible employee achieves performance standards subsequent to the pay adjustment effective date, but on or before the end of the fiscal year, the employee shall receive the pay adjustment. Such delayed payments shall be effective on the date the employee becomes eligible.
   D. An employee not in active payroll status on August 8, 2011, but who returns to active payroll status before June 30, 2012, will receive the pay adjustment at that time, as long as s/he meets all the eligibility requirements outlined above.

22.2 If funds are available, the University may award merit or market adjustments to individual employees based on established University criteria.

22.3 If funds are available, the University may award non-recurring bonuses to individual and/or all bargaining unit employees based on established University criteria.

22.4 Salary Increase Upon Promotion: An employee promoted pursuant to Article 10 shall receive an increase of no less than ten (10) percent.

22.5 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.
   B. Field Training Officer, Crime Prevention Officer, and School Resource 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, Crime Prevention Officer, and School Resource Officer. Employees who are selected for such a special assignment shall receive an additive of no less than a four (4) percent increase during the period of assignment.

Renisha Gibbs
Date: 7/20/11

T.A.

HA Johnson
Date: 7/20/11
MEMORANDUM OF AGREEMENT

BETWEEN THE FLORIDA STATE UNIVERSITY

AND THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

Wage Comparison Study Committee

WHEREAS, The Florida State University Board of Trustees (hereinafter FSU) and the Florida Police Benevolent Association, Inc., (hereinafter PBA) are parties to a collective bargaining agreement for the Law Enforcement Unit employees, effective July 1, 2010 through June 30, 2013.

WHEREAS, Both FSU and PBA are concerned about the retention of its law enforcement professionals.

WHEREAS, Both FSU and PBA are desirous of evaluating the competitiveness of its wages and economic package, including the potential for merit pay, with such comparable departments in order to determine what, if any, modifications in the wages and economic package are necessary to maintain a competitive position with such departments.

Now, therefore the Parties hereby agree as follows:

FSU and PBA shall establish a joint study committee to review the wages and economic packages offered at other comparable departments, including comparable Florida universities. The study committee shall be comprised of three members selected by FSU and three members selected by PBA. It shall meet at such times and places as determined by the committee at no loss of pay to the participants.

No later than February 1, 2012, the committee shall issue a written report of its findings as well as any recommendations agreed to by a majority of the committee. Such report shall be made available to the Parties and, if appropriate, shall serve as a basis for discussions between them as to possible modifications in the wage and economic package offered the Law Enforcement University Unit for fiscal year 2012-2013, or sooner, if mutually agreed to by FSU and PBA.

For FSU:  

[Signature]

Renishaka Gibbs
Chief Negotiator
Date: 1/1/2014

For PBA:  

[Signature]

G. “Hal” Johnson
Chief Negotiator
Date: 7/20/11