MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND THE FLORIDA POLICE BENEVOLENT ASSOCIATION

December 2011 Winter Break Leave

WHEREAS, Florida State University Board of Trustees (hereinafter FSU) and the Florida Police Benevolent Association (hereinafter PBA) are parties to a Collective Bargaining Agreement for the Law Enforcement Unit employees, and

WHEREAS, The parties are desirous of implementing a winter break leave policy for December 2011.

NOW, therefore, the Parties hereby agree as follows:

1. FSU acknowledges the obligation to bargain wages, hours, and terms and conditions of employment pursuant to Chapter 447, F.S.

2. With regard to the December 2011 Winter Break policy, PBA agrees to FSU implementing the winter break leave for covered employees as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 26, 2011</td>
<td>Regular Holiday</td>
</tr>
<tr>
<td>December 27, 2011</td>
<td>Winter Break Holiday</td>
</tr>
<tr>
<td>December 28, 2011</td>
<td>Winter Break Holiday</td>
</tr>
<tr>
<td>December 29, 2011</td>
<td>Winter Break Holiday</td>
</tr>
<tr>
<td>December 30, 2011</td>
<td>Winter Break Holiday</td>
</tr>
<tr>
<td>January 2, 2012</td>
<td>Regular Holiday</td>
</tr>
</tbody>
</table>

The University will be closed from Monday, December 26, 2011, through Monday, January 2, 2012. The Christmas Holiday will be observed on Monday, December 26, 2011, and the New Year’s Holiday will be observed on Monday, January 2, 2012. If an employee is required to work on these days, they will receive up to eight hours of special compensatory leave per day for working on these regular holidays. Employees who have a work schedule other than Monday through Friday will be allowed winter break holiday leave on Saturday, December 24, 2011, Sunday, December 25, 2011, Saturday, December 31, 2011, and/or Sunday, January 1, 2012, so that they receive an equal amount of holiday leave during the above winter break. The University will reopen for business on Tuesday, January 3, 2012.

3. Winter Break Leave is defined as leave taken during the holiday period without the use of accrued leave, including accrued vacation or sick leave.

4. This Agreement should not constitute precedent for the resolution of any other disputes between the parties, nor by entering into this Agreement shall PBA waive or relinquish any right it may have to enforce its contract or the status quo with respect to any future disputes or controversies.

5. Employees who are considered essential and required to work during winter break will receive winter break compensatory leave to be used before June 30, 2012. Unlike other compensatory leave, there will be no “cash out.” Employees will be required to use the time before June 30, 2012, or lose it.

6. The Parties agree that this winter break and any prior winter breaks will not set a precedent.

7. The Parties agree that the substance of this Memorandum of Agreement is not subject to the grievance procedure and arbitration. Any disputes shall be resolved by consultation.

For FSU:

[Signature]
Renisha Gibbs, Chief Negotiator

9/20/11
Date

For PBA:

[Signature]
Gene “Hal” Johnson, Chief Negotiator

9/20/11
Date