2012 - 2013 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

6-5-13

Date
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2010 - 2013 Collective Bargaining Agreement

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Florida Police Benevolent Association, Inc.

Law Enforcement Bargaining Unit
Article 6
INTERNAL INVESTIGATIONS, JUST CAUSE AND DISCIPLINARY ACTION

6.1 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.

6.2 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.

B. When a complaint of misconduct is made against an employee, the University will make every effort to ensure that the complaint, if oral, 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. It 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 has 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 all written statements 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. 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. An investigation shall not exceed one-hundred and twenty (120) days without the approval of the Chief Administrative Officer (CAO). The employee shall be notified in writing if an extension is authorized by the CAO.

F. 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.

G. 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.

H. Only sustained findings may be inserted in personnel records or referred to in performance evaluations.

6.3 Just Cause.

A. Disciplinary actions administered to regular status employees may be taken only for just cause. An employee who has not attained regular status shall not have access to the grievance procedure in Article 5 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 regular 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 5 of this Agreement.

C. Written Reprimands.

1. Written reprimands shall be subject to the grievance procedure in Article 5, but only through Step 1.

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. Oral Reprimands.

1. Oral reprimands shall be subject to the grievance procedure in Article 5, but only through Step 1.

2. Oral 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 one (1) year. Such oral reprimands shall be marked “invalid for future disciplinary actions due to a 1 year discipline-free work period” any time after the one (1) year period, upon written request of the employee.

[Signatures]

Renishna Gibbs
Date: 1/1/12

T.A. Steve Slade
Date: 11/1/12
E. Notification to Employee. Each employee shall be furnished a copy of all disciplinary actions placed in the employee's official personnel file and shall be permitted to respond thereto.

F. PBA Representation. An employee may request that a PBA Staff Representative or Employee Grievance Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension, dismissal, disciplinary demotion, or reduction in base pay of the employee is being considered. Upon such a request being made, such meeting shall be delayed for no more than five (5) business days to allow the employee to attain such representation.
Article 9
PROMOTIONS

9.1 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.

9.2 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. Only those employees who have met the below criteria or anticipate meeting the below criteria no later than January 1 prior to the May exam, shall be eligible for the promotional exam:
   1. be certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, and who have attained regular status in their current or a previous certified law enforcement classification with the University;
   2. current evaluation must be at least a “Meets” performance standards; and
   3. no disciplinary action within the previous 1 year, no suspension action on file in the last three years.

C. An employee must submit a request to take the promotional exam to the University Human Resources office no later than the first business day after January 1 of each calendar year. Such request shall indicate the classification(es) to which the employee would like to be promoted. In order to be eligible for Corporal, Investigator, or Sergeant promotional exams, employees shall have been employed as a certified law enforcement officer pursuant to Chapter 943, Florida Statutes, for at least:

   1. Corporal – 4–3 years
   2. Investigator – 25 years

D. The employee's eligibility for the classification shall be made from information in the employee's personnel file.
E. Employees will be notified in writing of their eligibility or ineligibility for the classification(es) to which he/she applied for promotion.
F. No later than January 15 of each calendar year, the University will identify for the Chief of Police the following elements of any written examination required for promotion:
   1. the date(s) of the exam.
2. the major categories to be covered by the exam; and
3. a list of study materials for applicants to consider in preparing for
the exam; and

the passing score that must be attained.

The University shall require the Exam Administrator to notify the University Human
Resources 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. The University will offer optional internal study sessions to for each
promotional exam.

G. No later than February 1st of each calendar year, the University shall
notify all employees eligible to take the examination of the elements required for
promotion as provided to the Chief of Police, 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 who have been notified whose
names are furnished to the Exam Administrator will be eligible to take the promotional
exam.

H. 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 Chief of Police.

I. 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.

J. If an employee does not take the promotional exam in which he/she
applies, the employee shall reimburse the University for the amount of the promotional
exam not to exceed $360 for all three exams. In the event of an emergency that
precludes the taking of the exam, such as a death in the family or a serious illness, the
employee shall be relieved of this reimbursement obligation. This provision shall be
subject to the grievance procedure in Article 5, but only through Step 1.

9.3 Promotional Lists.
A. If the University elects not to rank those employees who achieved a
passing score solely on the basis of the written exam score, the University shall
establish a promotional list which ranks the employees according to their relative merit
and fitness for promotional vacancies in the class. The University shall establish a
promotional list which ranks the employees according to their relative merit and fitness
for promotional vacancies in the class. In addition to the written exam score, the
University may, at its discretion, use oral interviews, employee performance
evaluations, and/or other criteria 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 referenced in Section 9.2G.

B. Placement on the appropriate promotional list will be based on the written exam with a passing score of 80% and the numerical scores calculated using the following factors:

<table>
<thead>
<tr>
<th>1. Veteran's Preference</th>
<th>Disabled Veteran or any person included under s. 295.07(1)(a) or (b); or Veteran or any person included under s. 295.07(1)(c) and (d)</th>
<th>10 points</th>
<th>5 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Performance</td>
<td>Meets Performance Standards</td>
<td>2 points each</td>
<td></td>
</tr>
<tr>
<td>Evaluations (last three on file)</td>
<td>Above Performance Standards</td>
<td>6 points each</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Superior Performance Standards</td>
<td>10 points each</td>
<td></td>
</tr>
<tr>
<td>3. Education</td>
<td>Associate's Degree</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td>(highest degree attained)</td>
<td>Bachelor's Degree</td>
<td>4 points</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master's Degree</td>
<td>6 points</td>
<td></td>
</tr>
<tr>
<td>4. Awards Received</td>
<td>Internal (i.e., Officer of the Year, Adopt-A-Cop)</td>
<td>1 point for each award up to a maximum of 4 points</td>
<td></td>
</tr>
<tr>
<td></td>
<td>External - National and Local Awards</td>
<td>1 point for each award up to a maximum of 4 points</td>
<td></td>
</tr>
<tr>
<td>5. Training Courses</td>
<td>Line Supervision</td>
<td>3 points</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Middle Management</td>
<td>3 points</td>
<td></td>
</tr>
<tr>
<td></td>
<td>FSU Frontline Leadership</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td></td>
<td>FDLE Leadership instructor</td>
<td>3 points</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Advance Report Writing and Review</td>
<td>2 points</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Narcotic and Dangerous Drug Investigations</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Case Preparation and Court Presentation</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Injury and Death Investigations</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sex Crimes Investigations</td>
<td>1 point</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Interviews and Interrogations</td>
<td>1 point</td>
<td></td>
</tr>
</tbody>
</table>
### Field Training Officer Course
- Other Training Courses

#### 6. Department Assignments and Internships
- Investigations
- Accreditation
- Training
- Crime Prevention
- School Resource Officer

#### 7. Field Training Officer
- Current or past Field Training Officer

#### 8. Previous Supervisory Experience
- Previous supervisory experience as a Sergeant and/or Corporal (Must have 1 year in assigned position and documentation from the agency)

#### 9. Disciplinary Actions
- Oral Reprimands (received within previous year)
- Written Reprimands (received within previous 2 years)

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C. 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.

D. If the University uses oral interviews, the top five (5) passing scores will be comprised of the written test score and the file review score, based on the factors above. The oral board score will be averaged and combined with the test score and file review score to obtain the final ranking.

C. Where an educational degree is a criterion pursuant to Section 9.3A, 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.

DE. 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 one year. Time extensions of said list may be made only by the mutual consent of the University and PBA. When a list is established as a result of a special test being given pursuant to paragraph 9.2.1, it shall remain in force through June 30 of the following calendar year.

EF. 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.

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Renisha Gibbs
4-17-13

T.A.

Steven Slade
4-17-13
9.4 Method of Filling Vacancies.

A. Except where a vacancy is filled by demoting a law enforcement employee or by reassignment as defined in Article 8 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. 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. 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 22
WAGES

22.1 For Fiscal Year 2011—2012-2013, the University and PBA agree that any general salary increases that the Florida Legislature includes for University employees in Fiscal Year 2012-2013 will be implemented for bargaining unit employees for Fiscal Year 2012-2013 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, and Crime Intelligence 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, and

Renisha Gibbs
Date: 5/13/13

Steven Slade
Date: 5/13/13
Crime Intelligence 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.
MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND THE FLORIDA POLICE BENEVOLENT ASSOCIATION

December 2012 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 2012.

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 2012 Winter Break policy, PBA agrees to FSU implementing the winter break leave for covered employees as follows:

<table>
<thead>
<tr>
<th>Monday, December 24, 2012</th>
<th>Winter Break Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday, December 25, 2012</td>
<td>Regular Holiday</td>
</tr>
<tr>
<td>Wednesday, December 26, 2012</td>
<td>Winter Break Holiday</td>
</tr>
<tr>
<td>Thursday, December 27, 2012</td>
<td>Winter Break Holiday</td>
</tr>
<tr>
<td>Friday, December 28, 2012</td>
<td>Winter Break Holiday</td>
</tr>
<tr>
<td>Monday, December 31, 2012</td>
<td>Winter Break Holiday</td>
</tr>
<tr>
<td>Tuesday, January 1, 2013</td>
<td>Regular Holiday</td>
</tr>
</tbody>
</table>

The University will be closed from Monday, December 24, 2012, through Tuesday, January 1, 2013. The Christmas Holiday will be observed on Tuesday, December 25, 2012, and the New Year’s Holiday will be observed on Tuesday, January 1, 2013. If an employee is required to work on the regular holiday or winter break holiday, they will receive up to eight hours per day of straight-time compensatory leave and/or winter break compensatory leave, respectively. Employees who have a work schedule other than Monday through Friday will earn winter break holiday leave at an equivalent rate for Saturday, December 22, 2012; Sunday, December 23, 2012; December 29, 2012; and/or Sunday, December 30, 2012. The University will reopen for business on Wednesday, January 2, 2013.

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, 2013. Employees will be required to use the time before June 30, 2013, or lose it. Unlike other compensatory leave, there will be no “cash out” except as noted herein.

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:

Renisha Gibbs, Chief Negotiator

9/25/12

Date

For PBA:

Steven Slade, Chief Negotiator

9/25/12

Date