
2021-2022 Supplement to

2020-2023 Collective Bargaining Agreement

between

The Florida State University

and

Florida Police Benevolent Association, Inc.

Law Enforcement Bargaining Unit

PBA 2021-2022 Reopener
FSU Proposal #15-1
June 9, 2021

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, 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.


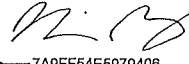
D. Uniformed patrol officers schedules shall consist of the following work days (X) and days off (O):

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

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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.


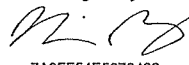
F. In the event of a suspension of a uniformed patrol officer for disciplinary reasons, a suspension will normally be for 24 hours (two work days) which would be equal to a suspension of three eight hour work days (24 hours). FSU may suspend an officer without pay for longer in accordance with the University's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

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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.

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.

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Renisha Gibbs

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Renisha Gibbs

Date: 8/16/2021 | 10:01 AM EDT

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PBA 2021-2022 Reopener
 FSU Proposal # 23-7
 October 7, 2021

Article 23 WAGES

23.1 For Fiscal Year 2021-2022, the University will implement a one-time non-recurring bonus to eligible in-unit employees as follows:

A. Each eligible in-unit employee shall receive a one-time non-recurring of \$2,750.00, subject to applicable taxes and withholding. The bonus shall be received on or about December 17, 2021, or within two pay periods after ratification, whichever is later.

B. Each eligible part-time employee shall receive a bonus payment prorated based on the full-time equivalency of their position.

C. To receive a one-time non-recurring bonus, the employee must be employed on or before June 30, 2021; must be in active payroll status on November 26, 2021; and must have, at minimum, an Above Satisfactory evaluation rating as of October 7, 2021.

D. An employee not in active pay status on November 26, 2021, but who returns to pay status before June 30, 2022, will receive the one-time non-recurring bonus at that time, as long as they meet all eligibility requirements outlined above.

E. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund will receive the salary 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.

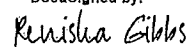
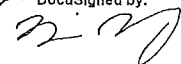
23.2 For Fiscal Year 2022-2023, the University will implement a pay adjustment as follows:

A. Each eligible in-unit employee, as defined herein, shall receive a \$2,750.00 pay adjustment to the employee's July 7, 2022, base rate of pay, effective July 8, 2022. 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 the pay adjustment, the employee must be employed on or before June 30, 2021; must be in active payroll status on July 8, 2022; and must have, at minimum, an Above Satisfactory evaluation rating as of March 1, 2022. If an ineligible employee achieves performance standards subsequent to the pay adjustment implementation date, but on or before the end of the fiscal year, the employee shall receive a pay adjustment. Such delayed increase shall be effective on the date the employee becomes eligible, but not retroactively.

C. An employee not in active payroll status on the day prior to the effective date of the increase, but who returns to pay status before June 30, 2023, will receive the pay adjustment at that time, as long as they meet all eligibility requirements outlined above.

D. 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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PBA 2021-2022 Reopener
FSU Proposal # 23-7
October 7, 2021

E. Both parties agree that salary increases for fiscal year 2022-2023, as specified in 23.2, constitute agreement of Article 23, Wages, for the 2022-2023 reopener negotiations as stated in Article 33, Duration, and shall not be reopened.

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

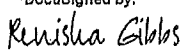
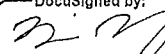
23.4 If funds are available, the University may award non-recurring bonuses to individual and/or all bargaining unit employees.

23.5 Salary Increase Upon Promotion: An employee promoted pursuant to Article 9 shall receive an increase of no less than fifteen (15) percent. A promotional increase can only be earned once per promotion to a classification for which an employee has already received a promotional increase.

23.6 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 special assignment shall receive an additive of no less than a four (4) percent increase during the period of assignment.

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PBA 2021-2022 Reopener
FSU Proposal # 24-1
June 9, 2021

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:

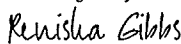
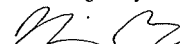
1. Use of University recreational facilities;
2. A University parking decal; and
3. Course enrollment of retired employees 60 years or older who meet the Florida residency requirements, without payment of fees, on a space available basis, in accordance with Section 1009.26(4), Florida Statutes.

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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PBA 2021-2022 Reopener
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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:

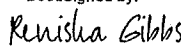
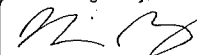
1. Exiting vehicle/open trunk
2. 220 yard run
3. Obstacle course
4. Dummy drag
5. Obstacle course (repeat)
6. 220 yard run (repeat)
7. Dry fire weapon
8. Place items in trunk/enter vehicle

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


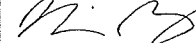
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PBA 2021-2022 Reopener
FSU Proposal # 24-1
June 9, 2021

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.

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

Temporary Suspension of Wellness Program

WHEREAS, The Florida State University Board of Trustees (hereinafter FSU) and the Florida Police Benevolent Association (hereinafter PBA) are parties to a Collective Bargaining Agreement (hereinafter CBA) for Law Enforcement Unit employees, which was ratified by the parties on July 22, 2019, and

WHEREAS, Section 24.5 of the CBA establishes procedures related to the FSUPD Wellness Program, including the FDLE Physical Abilities Test (PAT);


NOW, therefore, the parties hereby agree as follows:

Effective the date that this MOA is fully executed, FSU agrees to temporarily suspend the Wellness Program as outlined in Articles 24.5A.-C, including the annual PAT, for all sworn law enforcement employees until further notice. FSU will explore options for an alternative physical abilities test based on industry best practices.

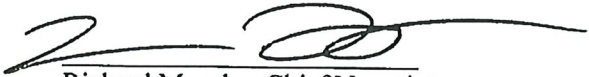
The parties agree that temporary suspension of the Wellness Program does not obligate either party to waive its right to bargain hours, wages, and terms and conditions of employment.

All parties represent that they have read this MOA, understand the contents herein, and have executed it voluntarily.

For FSU:

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Renisha Gibbs, Chief Negotiator
Date: 4/20/2021 | 1:56 PM EDT

For PBA:


Richard Murphy, Chief Negotiator
Date: 4/20/21

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

Thanksgiving 2021 Fall Holiday and Winter Break Leave 2021

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 holiday leave policy for Thanksgiving 2021 and Winter Break 2021.

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, Florida Statutes.
2. With regard to the holiday and winter break leave, PBA agrees to FSU implementing the following schedule for covered employees as follows:


2021 Thanksgiving Holiday Schedule	
Wednesday, November 24, 2021	Fall Break Holiday
Thursday, November 25, 2021	University Holiday
Friday, November 26, 2021	University Holiday

2021 Winter Break & Holiday Schedule	
Friday, December 24, 2021	University Holiday
Monday, December 27, 2021	Winter Break Holiday
Tuesday, December 28, 2021	Winter Break Holiday
Wednesday, December 29, 2021	Winter Break Holiday
Thursday, December 30, 2021	Winter Break Holiday
Friday, December 31, 2021	University Holiday

The University will be closed on the days designated above. If an employee is required to work on a fall break holiday, a regular University 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 straight time compensatory leave at an equivalent rate for non-traditional workdays during the holiday or winter break week provided they have worked the required number of regular hours for that holiday or winter break week.

3. Compensatory leave earned over the Thanksgiving holiday will be paid out in December 2021 unless retained or used before the last day of the pay period for which the compensatory payout occurs. Employees who are considered essential and required to work during winter break will receive winter break compensatory leave to be used before June 30, 2022. Employees will be required to use the time before June 30, 2022, or lose it. Unlike other compensatory leave, there will be no "cash out" option for winter break compensatory leave.
4. Fall Break Holiday and Winter Break Leave are defined as leave taken during the holiday period without the use of accrued leave, including accrued vacation or sick leave.
5. 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.
6. The Parties agree that this Memorandum of Agreement will not set a precedent for future agreements.
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:

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Renisha Gibbs, Chief Negotiator

9/1/2021 | 7:01 AM EDT

Date

For PBA:

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Richard Murphy, Chief Negotiator

9/1/2021 | 3:47 AM PDT

Date