
2020-2021 Supplemental Agreement to

2019-2022 Collective Bargaining Agreement

between

Florida State University

and

Florida Police Benevolent Association, Inc.

Law Enforcement Bargaining Unit



John Thrasher
President, Florida State University



Date

PBA 2020-2021 Reopener
FSU Proposal # 5-1
July 29, 2020

Article 5 GRIEVANCE PROCEDURE

5.1 Policy.

A. The University and the PBA encourage the informal resolution of employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible to the University representative who has authority to address the complaint. Such review and discussion should be held with a view to reaching an understanding which will resolve the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article. If the complaint is not resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provisions of this Article.

B. "Grievance" means a dispute filed with the University's Management Representative (Step 1) using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted. All grievances must be filed within fourteen (14) days of the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have known of such act or omission if that date is later.

C. "Grievant" means an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee. The PBA may file a grievance in its own name involving the interpretation and application of the Agreement.

D. "Management Representative" means an individual designated to hear grievances on behalf of the University.

E. A grievant who decides to use this Grievance Procedure shall, prior to the Step 1 meeting, choose whether to be represented by the PBA. A grievant shall not be represented by a PBA Representative who is in a supervisory or subordinate position to the employee in the University.

1. When the grievant has elected PBA representation, both the grievant and the PBA Representative shall be notified of the Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the grievant and the PBA Representative, and any decision agreed to by the Chief Administrative Officer and the PBA shall be binding on the grievant.

2. If the grievant is not represented by the PBA, the Management Representative shall timely notify the PBA such that the PBA is given reasonable opportunity to be present at any meeting called for the resolution of such grievance. The processing of the grievance and any resolution will be in accordance with the terms of this Agreement.

3. The PBA shall not be bound by the decision of any grievance or arbitration in which the grievant was not represented by the PBA.

F. Except for suspensions, the filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the

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right of the University to take the action it proposes, subject to the final disposition of the grievance. Suspensions shall not be imposed until the final disposition of the grievance, if any, except where such suspension is made pending the outcome of a criminal investigation.

G. The resolution of a grievance prior to its appeal in writing to Step 2 shall not establish a precedent binding on the PBA or the University.

H. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.

I. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

J. If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked.

K. Each grievance and arbitration notice must be submitted in writing on the appropriate form attached to this Agreement as Appendices C and D and shall be signed by the grievant. One Appendix C and D, may be filed in a grievance with more than one grievant, provided that the respective Appendix bears the signatures of all grievants. Grievances shall be considered filed upon date of receipt. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, a PBA representative may sign such forms for the grievant.

5.2 Procedures

A. Step 1

1. The Management Representative shall schedule a meeting between the grievant, the grievant's Employee Grievance Representative, grievant's supervisor, or other appropriate individuals no sooner than seven (7) days and no later than fifteen (15) days following receipt of the grievance if no postponement is requested, or receipt of written notice that the grievant wishes to proceed with the Step 1 meeting if a postponement was previously requested. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Management Representative will proceed with processing the grievance and issuing a written decision, stating the reasons thereof to grievant's Employee Grievance Representative within thirty (30) days following the conclusion of the meeting, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision shall be sent to the grievant and to the PBA if grievant elected not to be represented by the PBA. The decision shall be transmitted by personal delivery with written documentation of receipt, by certified mail, return receipt requested, or by electronic mail.

2. Where practicable, the Management Representative shall make available to the grievant or grievant's Employee Grievance Representative, documentation referenced in the Step 1 decision prior to its issuance. All documents

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referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

3. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Employee Grievance Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting.

B. Step 2.

1. If the grievance is not resolved at Step 1, the grievant may file a written request for review with the Chief Human Resources Officer or his/her designee, on a Review of Step 1 Decision Form, as set forth in Appendix D of this Agreement, within fourteen (14) days following receipt of the Step 1 decision by the Employee Grievance Representative. The Chief Human Resources Officer, or his/her designee, and the Employee Grievance Representative shall schedule a meeting in Tallahassee, Florida for the purpose of reviewing the matter no sooner than seven (7) and no later than fifteen (15) days following receipt of the request for review.

2. The Chief Human Resources Officer, or his/her designee, shall issue a written decision, stating the reasons therefore, to the Employee Grievance Representative within thirty (30) days following the conclusion of the meeting. In the absence of an agreement to extend the period for issuing the Step 2 decision, PBA may proceed to Step 3 if the Employee Grievance Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and PBA, if the grievant elected not to be represented by PBA. The decision shall be transmitted by personal delivery with written documentation of receipt, by certified mail, return receipt requested, or by electronic mail.

3. If the grievance is not satisfactorily resolved at Step 2, the grievant and the University may agree to participate in a mediation conference prior to proceeding to Arbitration. The mediation conference must be concluded within thirty (30) days of the agreement to mediate. The costs of the mediation shall be evenly split by the parties.

C. Step 3 -- Arbitration.

1. If the grievance is not resolved at Step 2, or at mediation, the PBA Staff Representative may appeal the Step 2 decision to Arbitration on a Notice of Arbitration form as set forth in Appendix D, within fourteen (14) days after receipt of the decision at Step 2. If the PBA did not represent the grievant at Step 2, the grievant may appeal the grievance to Arbitration.

2. The University and the PBA may, by written agreement, submit related grievances for hearing before the same arbitrator.

3. The arbitrator shall be one person from a panel of five (5) permanent arbitrators, mutually selected by the University and the PBA to serve for any case or cases submitted. If agreement is not reached on one or more of the five (5) arbitrators within sixty (60) days following the signing or effective date of this

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Agreement, whichever is later, either party may request the Federal Mediation and Conciliation Service to provide a list of fifteen (15) arbitrators. The University and the PBA shall select the arbitrator(s) by alternately striking from the list until the required number of names remain. The party to strike first shall be determined by the flip of a coin.

4. Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of Section 5.2.C.3.

5. Arbitration hearings shall be held at times and locations agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses, and existence of appropriate facilities. If agreement cannot be reached, the arbitration shall be held in Tallahassee.

6. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the University, the PBA, the grievant(s), and other employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

a. The arbitrator shall issue his/her decision not later than forty-five (45) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

b. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

c. The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issue(s) submitted.


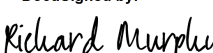
d. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.

7. The arbitrator shall be without power or authority to make any decisions:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement, or the provisions of applicable law, regulations having the force and effect of law; or

b. Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution, applicable law, and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the provisions of this Agreement.

8. The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

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a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his/her regular rate of pay, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than fourteen (14) days prior to the filing of the grievance; and

b. The award shall not exceed the actual loss to the grievant, and will not include punitive damages, overtime, on-call, or other speculative compensation which might have been earned, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award.

9. The reasonable fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. If the arbitrator fashions an award in such a manner that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator's fee and expenses.

10. The PBA will not be responsible for costs of an arbitration to which it was not a party.

5.3 Time Limits.

A. Failure to initiate a grievance within the time limits specified shall be deemed a waiver of the grievance. Failure at any Step of this procedure to submit a grievance to the next Step within the specified time limits shall be deemed to be acceptance of the decision at that Step.

B. Failure at any Step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant, or the PBA where appropriate, to proceed to the next Step.

C. The time limits specified in any Step of this procedure may be extended, in any specific instance, by written agreement.

D. Claims of either an untimely filing or untimely appeal shall be made at the Step in question.

E. In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in Section 2.2), the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

5.4 Exceptions

A. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA or an employee to process a grievance (1) on behalf of any employee without his/her consent, or (2) with respect to any matter which is at the same time the subject of an action which has been filed by a grievant in another forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while a grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42, U.S. C. Section 2000e et seq.

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B. The University and the PBA may mutually agree to waive Step 1 of the grievance procedure in order to expedite the processing of a grievance.

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PBA 2020-2021 Reopener
FSU Proposal # 23-3
August 12, 2020

**Article 23
WAGES**

23.1 For Fiscal Year 2020-2021, 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 \$1,250.00 bonus, on or about October 2, 2020, which includes applicable taxes and withholding.

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, 2019; must be in active payroll status October 1, 2020; must have, at minimum, a "Satisfactory" evaluation rating as of August 12, 2020; and have no discipline on file since July 1, 2019.

D. An employee not in active pay status on October 1, 2020, but who returns to pay status before June 30, 2021, 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 If funds are available, the University may award merit or market adjustments to individual employees based on established University criteria.

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

23.4 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.

23.5 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. 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.

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August 12, 2020

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 2020-2021 Reopener
FSU Proposal # 24-1
July 29, 2020

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 2020-2021 Reopener
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July 29, 2020

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

Thanksgiving 2020 Fall Holiday and Winter Break Leave 2020

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 2020 and Winter Break 2020.

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:

2020 Thanksgiving Holiday Schedule	
Wednesday, November 25, 2020	Fall Break Holiday
Thursday, November 26, 2020	University Holiday
Friday, November 27, 2020	University Holiday

2020/2021 Winter Break & Holiday Schedule	
Monday, December 21, 2020	Winter Break Holiday
Tuesday, December 22, 2020	Winter Break Holiday
Wednesday, December 23, 2020	Winter Break Holiday
Thursday, December 24, 2020	Winter Break Holiday
Friday, December 25, 2020	University Holiday
Monday, December 28, 2020	Winter Break Holiday
Tuesday, December 29, 2020	Winter Break Holiday
Wednesday, December 30, 2020	Winter Break Holiday
Thursday, December 31, 2020	Winter Break Holiday
Friday, January 1, 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 2020 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, 2021. Employees will be required to use the time before June 30, 2021, 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
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Renisha Gibbs, Chief Negotiator

9/2/2020 | 12:57 PM EDT

Date

For PBA:

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Richard Murphy
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Richard Murphy, Chief Negotiator

9/2/2020 | 11:54 AM EDT

Date