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**Collective Bargaining Agreement**

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**between**

**Florida State University**

**and**

**Florida Police Benevolent Association, Inc.**

**Law Enforcement Bargaining Unit**

**2022 - 2025**



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## **AGREEMENT**

This Agreement is between the Florida State University Board of Trustees, (hereinafter referred to as the University), and the Florida Police Benevolent Association, Inc. (hereinafter referred to as the PBA) representing the employees in the Law Enforcement Bargaining Unit; and

WHEREAS, it is recognized by the University and the PBA that the public policy of the State and the purpose of Part II, Chapter 447, Florida, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between public employers and their employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the public employer; and

WHEREAS, it is recognized by the University and the PBA that terms and conditions of employment of employees are contained in this Agreement and in the University Employment Regulations and policies; and

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 5;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the University and the PBA do agree as follows:

## **Article 1 RECOGNITION**

### 1.1 Inclusions.

A. The University hereby recognizes the PBA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Law Enforcement Bargaining Unit as defined in Certification No. 1403 issued by the Florida Public Employees Relations Commission on June 26, 2003.

B. This Agreement includes all full-time and part-time employees in the classifications and positions listed in Appendix A of this Agreement, except for those individuals filling full-time and part-time positions excluded pursuant to Section 1.2.

1.2 Exclusions. This Agreement specifically excludes employees in positions designated with managerial, confidential, temporary, or emergency status, and all persons paid from Other Personal Services (OPS) Funds.

### 1.3 Classes and Positions.

A. When the University establishes a new University Support Personnel System (hereinafter referred to as USPS) law enforcement classification or revises an existing classification so that its bargaining unit designation is changed, the University shall notify the PBA regarding the proposed bargaining unit designation of the class. The PBA shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, the PBA disagrees with the bargaining unit designation of the class, it may request that the Florida Public Employees Relations Commission resolve the dispute through unit clarification proceedings.

B. When a new position is created in a classification that is included in a bargaining unit, and the University determines that the position should be excluded from the unit due to its managerial or confidential status, the University shall notify the PBA of such determination. The PBA shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, the PBA disagrees with the bargaining unit designation of the position, it may request that the Florida Public Employees Relations Commission resolve the dispute of unit placement.

## **Article 2 DEFINITIONS**

The terms used in this Agreement are defined as follows:

2.1 "Chief Administrative Officer" means the President of the University or his/her representative.

2.2 "Days" means calendar days, excluding any day observed as a State or University holiday.

2.3 "Employee" means a member of the bargaining unit as it is described in Article 1.

2.4 "Employee Grievance Representative" means an employee who has been designated by the PBA to investigate grievances and to represent grievants at Step 1 when the PBA has been selected as the employee's representative.

2.5 "Regular Status" is earned by an employee in a class, after successfully completing the specified probationary period for that class, which provides the employee with rights to remain in the class or to appeal adverse action taken against the employee while serving in the class. Once attained in any USPS class, regular status is retained throughout continuous employment in the USPS class.

2.6 "President of the Florida Police Benevolent Association" includes his/her representative.

2.7 "University" means the Florida State University Board of Trustees.

**Article 3**  
**NONDISCRIMINATION**

3.1 Non-Discrimination Policy - State and Federal Law.

A. The University and the PBA shall not discriminate against any employee based upon race, creed, color, sex, religion, national origin, age, disability, genetic information, veterans' status, marital status, sexual orientation, gender identity, gender expression, or any other legally protected group status, nor shall the University or the PBA abridge any employee rights related to union activity granted under Chapter 447, Florida Statutes.

B. Sexual harassment is a form of sex discrimination and on June 19, 1986, the United States Supreme Court, in Meritor Savings Bank v. Vinson, approved the following definition of sexual harassment (29 CFR 1604.11a) in the employment context:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

C. The PBA shall have the right to consult, as described in Article 4, on issues of discrimination, including sexual harassment.

3.2 Affirmative Action Program.

The PBA agrees to support the University's current affirmative action programs.

**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 Chief Human Resources Officer. The Chief of Police and/or the Chief Human Resources Officer 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 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 ensure that a copy of its personnel regulations and policies are available on the University's website. Department policies and procedures shall be maintained within the Department and made available to employees upon request.

C. When the adoption or amendment of any University personnel regulation will change the terms and conditions of employment for employees, the University will provide notice to the PBA that the regulation has been posted and is available for comment during the public notice period. Such notice shall not constitute a waiver of the PBA's right to negotiate changes in terms and conditions of employment. This notice provision will not apply where a regulation is promulgated as an emergency regulation.

#### 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 three (3) 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.

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.

**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 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 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 a minimum of five (5) permanent arbitrators, but no more than six (6), 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 six (6) arbitrators within sixty (60) days following the signing or effective date of this 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:

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.

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.

**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 verbal, 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.

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 7**  
**LAYOFFS AND RECALL**

7.1 Layoffs. The University will only lay off employees if there is a business need to do so. Examples of business need include, but are not limited to, adverse financial circumstances; reallocation of resources; reorganization of programs or functions; curtailment or abolishment of programs or functions; shortage of work; or a material change of duties. In the event of a layoff of employees, a determination of which employees to retain and which employees to separate would be based on business needs and the qualifications and seniority of the employees in the department in which the layoff occurs. No employee with regular status shall be subject to layoff until such time as all temporary or probationary employees have been terminated. Unless seniority in the classification is followed, the layoff of a regular status employee would be grievable. The issue at arbitration would be whether there was a legitimate business need to lay off the individual employee, including the qualifications and seniority of the employee in comparison to other employees.

7.2 Recall. When a vacancy occurs or a new position is established within the layoff department, a laid off employee who is not otherwise employed in an equivalent position shall be recalled within one-year of his/her layoff provided the employee meets the special qualifications and/or relevant experience required for the vacant or new position. Employees who are re-employed after a layoff in a position in the class from which they were laid off and in which they had attained regular status shall be re-employed with regular status.

**Article 8**  
**CHANGE IN ASSIGNMENT**

8.1 An employee with regular status in the current class who meets all University eligibility and training requirements may apply for a change in assignment to a different position in the same class or a different class having the same pay range maximum, a different work unit, or a different shift at the University according to University procedures. Prior to filling a vacancy, except by demotion, the University shall consider the needs of the Department and applicable change in assignment requests. The hiring authority shall normally fill a bonafide vacancy with the employee who has the greatest length of service in the class and who has submitted a change in assignment request. Due to the business needs of the University, the department may determine that a competitive process is necessary to fill a vacancy. If the employee with the greatest length of service in the class is not selected for the vacant position, all employees who have greater length of service than the individual selected shall be notified in writing of the University's decision, with a copy to the PBA. Except when agreed otherwise by the PBA and the University, the notification shall contain the reason(s) the less senior applicant was selected. A change in assignment is not considered a promotion.

8.2 Involuntary Change in Assignment.

A. An employee may be required to reside within a reasonable distance of a work unit.

B. Nothing contained in this Agreement shall be construed to prevent the University, at its discretion, from effecting a change in assignment of any employee according to the needs of the University. However, it is understood that the University will make an effort not to effect any change in assignment which will impose a residency hardship on the employee (in that the employee must relocate his/her residence from a permanent home presently owned or cancel a rental lease extending more than three months). An employee shall, if practicable, be given a minimum of fourteen (14) days' notice prior to the University effecting such change in assignment.

C. Nothing contained in this Agreement shall be construed to prevent University from making a change in assignment of any employee during an official emergency or as otherwise required to meet unforeseen law enforcement needs.

8.3 Grievability. An employee complaint concerning administration of this Article may be grieved in accordance with Article 5 of this Agreement but only through Step 1. The initiation of a grievance claiming a residency hardship shall stay any required change in residence until final disposition of the grievance. In considering such a grievance, weight shall be given to the needs of the University against the hardship on the employee.

**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 Eligibility for Promotional Opportunity.

A. Only those employees who have met the below criteria at the time the promotional opportunity is posted in OMNI shall be eligible for a promotion:

1. Be certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes; have attained regular status in their current or a previous certified law enforcement classification with the University; and be employed as a certified law enforcement officer pursuant to Chapter 943, Florida Statutes, for at least:
  - i. Corporal – 3 years, minimum of 1 year with the University
  - ii. Sergeant – 5 years, minimum of 2 years with the University.
2. Current evaluation must be at least an “Above Satisfactory” performance rating; and
3. No suspension action on file in the last three years.

B. An employee must submit an online application in OMNI for each promotional opportunity in order to be considered for the promotion.

C. The employee’s eligibility for each classification shall be made from information in the employee’s personnel file.

9.3 File Review and Oral Board

A. The University will complete a file review for each employee that applies for a promotional opportunity and is verified as eligible based on the criteria in 9.2A. The file review will be conducted using the following factors:

1. Veteran’s Preference (Applicants will be required to perform the essential functions of the position.)	Disabled Veteran or any person included under s. 295.07(1)(a) or (b); or	10 points
	Veteran or any person included under s. 295.07(1)(c), (d), (e), (f), or (g)	5 points
2. Performance Evaluations (last three on file)	Satisfactory Rating Above Satisfactory Rating Exemplary Rating	2 points each 6 points each 10 points each

3. Education (highest degree attained)	Associate's Degree Bachelor's Degree Master's Degree	4 points 8 points 12 points
4. Awards Received	Internal (i.e., Officer of the Year, Adopt-A-Cop)	1 point for each award up to a maximum of 4 points
	External - National and Local Awards	1 point for each award up to a maximum of 4 points
5. Training Courses (awarded up to a maximum of 8 points)	Line Supervision Middle Management FSU Frontline Leadership FDLE Leadership Instructor Techniques Advance Report Writing and Review Narcotic & Dangerous Drug Investigations Case Preparation and Court Presentation Injury and Death Investigations Sex Crimes Investigations Interviews and Interrogations Field Training Officer Course Other Training Courses	3 points 3 points 2 points 3 points 2 points 1 point 1 point 1 point 1 point 1 point 2 points 1 point 1 point each up to 5 points total
6. Department Assignments and Internships	Investigations Accreditation Training Crime Prevention School Resource Officer	2 points 1 point 1 point 2 points 2 points
7. Field Training Officer	Current or past Field Training Officer	5 points
8. Instructor for FSUPD	General Instructor High Liability Instructor Lead Instructor (within the last 3 years)	2 points 4 points 1 point

9. Previous Supervisory Experience	Previous supervisory experience as a Sergeant and/or Corporal (Must have 1 year in assigned position and documentation from the agency)	2 points for each year as a supervisor; maximum 2 points for external agency experience. Maximum of 10 points total.
10. Disciplinary Actions	Oral Reprimands (received within previous year)	minus 4 points each
	Written Reprimands (received within previous 2 years)	minus 8 points each
	Suspensions (received within previous 5 years)	minus 10 points each

B. The University will provide the local PBA representative the names of the individuals to serve on the interview committee. There will be no more than six (6) interview committee members, with a majority of the committee members being from within the Department, one of which will be a representative of PBA. The oral board will consist of questions that are clearly job related, to include practical exercises and/or scenarios. The same questions shall be asked of all applicants.

#### 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 who have applied for a promotion, met eligibility requirements as defined in 9.2A, and completed the file review and oral board processes.

**Article 10**  
**INVESTIGATIONS UNIT ASSIGNMENTS**

10.1 Selection Process.

A. An employee with a minimum of two (2) consecutive years of employment in the Department immediately prior to the assignment and meeting the eligibility criteria below, as defined under this article:

1. Be certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, and have attained regular status in their current or a previous certified law enforcement classification with the University;

2. Current performance evaluation must be at least a "Satisfactory" performance rating; and

3. No suspension action on file in the last three (3) years.

B. Selection for the assignment will be based on the file review numerical score calculated using the factors specified in 9.3B.

C. If the University uses oral interviews as part of the selection process, the oral board score will be averaged and combined with the file review score to obtain the final ranking.

D. The number of special assignments shall be within the exclusive discretion of the Chief of Police.

E. The length of the special assignment shall be three (3) years or at the discretion of the Chief of Police.

10.2 Investigations Unit Salary Additive & Classification.

A. Employees assigned to work in the Investigations Unit will receive a 4% salary additive for the period of their assignment. Provided the employee has completed at least two (2) years of the assignment and has not received a Below Satisfactory evaluation or a suspension related to the job duties during the assignment, the salary additive will be converted to a pay increase to be added to the employee's base rate of pay once the employee has completed at least two (2) years of the assignment at a satisfactory level. The Investigator pay additive can only be earned once.

B. An employee assigned to the Investigations Unit will receive a University issued cellular phone for the duration of the assignment.

C. An employee assigned to the Investigations Unit will be assigned to the Investigator classification and will return to the classification of Law Enforcement Officer upon completion of the assignment.

D. Employees in the classification of Law Enforcement Corporal and Law Enforcement Sergeant will not receive a change in base pay for the period of the assignment and will not retain rank in their current classification upon completion of the assignment.

E. Employees in the Investigator classification as of June 30, 2013, shall retain the pay increase provided at the time of their placement into the Investigator classification.

**Article 11**  
**CLASSIFICATION REVIEW**

11.1 Review of Assigned Duties.

A. Except in case of an emergency, employees shall not be required to perform work not included in the employee's position description.

B. When an employee alleges that the employee is being regularly required to perform duties which are not included in the employee's position description, and the duties assigned are not included in the class specification to which the position is allocated, the employee may request a review under the USPS complaint procedure. The employee has the right to PBA representation at the complaint review meeting.

11.2 Acting Ranks. An employee who is designated by the appropriate supervisor to temporarily perform a major portion of duties of a position in a higher classification than the employee's current classification shall receive a pay increase of not less than ten (10) percent for the period of time such duties are assigned consistent with University procedures, provided such duties are performed for a period of more than twenty-two (22) workdays within any six (6) consecutive months.

11.3 The University agrees to consult with the PBA on any proposed changes to the classification system that affect bargaining unit employees.

**Article 12**  
**PERSONNEL RECORDS**

12.1 Personnel File.

A. There shall be only one official personnel file for each employee, which shall be maintained in the central Human Resources office of the University unless a different location is approved by the Chief Administrative Officer. Duplicate personnel files may be established and maintained within the University. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file except as provided in Section 12.1B.

B. The University and the PBA agree that counseling letters or memos are not discipline, and that such documents shall be maintained only in the department file.

C. An employee will have the right to review his/her official personnel file at reasonable times under the supervision of the designated records custodian. An employee may attach a concise statement in response to any items included in the file and shall be sent a copy of any derogatory material which is placed in the file.

D. Where the Chief Administrative Officer, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document will be removed from the personnel file.

12.2 Privacy. The University is governed by the provisions of Chapter 119, Florida Statutes, and recognizes that certain information relating to law enforcement officers is exempt from release and shall protect this information from release except as required by law, court order, or other legitimate governmental purpose.

**Article 13**  
**HEALTH AND SAFETY**

13.1 The University shall make every reasonable effort to provide employees a safe and healthy working environment. The University and the PBA agree to work cooperatively toward reducing job-related injuries and Workers' Compensation costs by encouraging improved safety measures.

13.2 Safety Committee. The PBA will name one employee to serve on a university-wide Safety Committee.

13.3 Employee Health and Safety.

A. When the University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University.

B. Any employee who becomes aware of a work-related accident shall immediately notify the supervisor or the supervisor's designee of the area where the incident occurred.

C. When an employee believes an unsafe or unhealthy working condition exists in the work unit, the employee shall immediately report the condition to the supervisor or the supervisor's designee. The University shall investigate the report and respond to the employee.

13.4 Vehicles and Equipment.

A. Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the University. Marked patrol vehicles shall be equipped with passive restraint barrier, and as such vehicles are replaced, the newly purchased vehicles shall include the standard police package. The University shall use high visibility lights on University vehicles as dictated by University needs. When employees are required to drive scooters, golf carts, all-terrain vehicles, or other similar vehicles, such vehicles shall be operated in accordance with their stated warranty and the officer shall be properly trained in the operation of such vehicle.

B. Where the University has determined that an employee should be provided with a police baton, mace or OC spray, electric restraining device, or other such weapon as the University deems appropriate, such employee shall be properly trained by a certified instructor in its use.

C. The University shall provide its employees with custom-fitted bullet resistant vests. Vests shall be replaced as per the stated warranty. The wearing of these vests is at the discretion of the employee; however, employees are strongly encouraged to wear the vest at all times when on duty, and the University reserves the right to require the wearing of the vest under specified conditions or special circumstances.

13.5 Firearms.

A. The University shall provide its employees with a semi-automatic firearm. The type of semi-automatic firearm shall be at the University's discretion. The

University will attempt to provide a semi-automatic firearm which is suitable to the employee's stature and hand size.

B. In order to promote safety in the use of firearms by employees, the University guarantees that each employee is allowed to fire his/her firearm in an approved course at least once every six (6) months, at no cost to the employee. Such training shall be for the purpose of qualifying in the use of firearms.

C. The University shall issue new factory ammunition for on-duty use at intervals not to exceed twelve months from the previous date of issue.

13.6 When new equipment is issued to employees by the University, employees will be properly trained in the operation or use at the time of issuance.

**Article 14**  
**PERFORMANCE EVALUATIONS**

14.1 Performance Evaluations.

A. Performance evaluations shall ordinarily be made by the employee's immediate supervisor who shall be responsible for the timely evaluation of the employee. The evaluation may be reviewed but shall not be changed by a higher level administrator. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the next higher level administrator.

B. The employee shall be provided with information regarding the basis of the evaluation. Performance ratings shall be based on an analysis of the employee's actual job performance. Numerical arrest, citation, or violation quotas will not be used as the principal basis for determining the overall level of rating for any employees and each employee will be evaluated without comparison to other employees.

C. The University will make a good faith effort to provide employees and supervisors with training in performance evaluation procedures.

D. Where an employee who has attained regular status in the class does not meet performance standards, the University shall develop a performance plan intended to correct performance deficiencies.

E. Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation which rates the employee as not meeting performance standards. If that meeting does not resolve the employee's concerns, the employee shall be granted, upon written request, a performance evaluation review conference with the Management Representative. These reviews shall ensure that the performance evaluation was not done in an arbitrary or capricious manner.

F. The employee may be removed from his/her class no sooner than sixty (60) days after receipt of the improvement plan if adequate improvement in performance is not made.

14.2 Grievability. A grievance may be filed only by an employee with regular status in his/her current class who is demoted or dismissed for an evaluation of not meeting performance standards pursuant to the provisions of Section 6.3.

**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, the Panama City Branch Campus officers, 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
<b>A</b>	O	O	O	X	X	O	O	X	X	X	O	O	X	X
<b>B</b>	X	X	X	O	O	X	X	O	O	O	X	X	O	O
<b>C</b>	O	O	O	X	X	O	O	X	X	X	O	O	X	X
<b>D</b>	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.

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.

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.

**Article 16**  
**ON-CALL ASSIGNMENTS, CALL-BACK, AND COURT APPEARANCES**

16.1 On-Call Assignment. "On-call" assignment shall be defined as any time when appropriate management has instructed the employee, in writing, to remain available to work during an off-duty period. An employee who is so instructed shall be required to leave work where the employee may be reached by telephone or by other electronic signal device in order to be available to return to a work location on short notice to perform assigned duties.

16.2 On-Call Payment.

A. On-call is not compensable for purposes of computing overtime; however, travel time to and from work when called back is compensable time.

B. An employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar (\$1.00) for each hour such employee is required to be on-call.

C. An employee who is required to be on-call on a weekend or a holiday will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the employee's base rate of pay for each hour such employee is required to be available. A weekend is defined as 5:00 p.m. Friday to 7:59 a.m. Monday.

16.3 Call-Back. If an employee is called back to perform work beyond the employee's scheduled hours of work for that day, the employee shall be credited with the greater of the actual time worked, including time to and from the employee's home to the assigned work location, or two (2) hours.

16.4 Court Appearances.

A. If an employee assigned to the night shift is subpoenaed to appear as a witness in a job-related court case, the employee shall be granted administrative leave in a sufficient amount to ensure the employee is rested before court and/or after court prior to reporting to work. Such leave shall not exceed eight (8) hours per required court appearance and cannot be used to offset other leaves taken during the pay period or cause an employee to exceed their appointed full-time equivalency. Administrative leave will be granted within the eight (8) hours before or after attending court, at the discretion of the supervisor. The employee will be paid for hours worked for time spent at court appearances or a minimum of 2 ½ hours.

B. If an employee assigned to the day shift is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee will be paid hours worked for time spent at court appearances or a minimum of 2 ½ hours.

**Article 17**  
**LEAVE**

17.1 Employees may be granted leaves of absence as provided in University Regulation FSU-4.0015.

17.2 Job-Related Disability Leave. Paid or unpaid job-related disability leave shall be in accordance with Chapter 440, F.S.

17.3 Leave to Supplement Workers' Compensation Benefits and Alternate Duty.

A. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with University Regulation FSU-4.0015(19).

B. When an employee has been determined eligible to receive a temporary partial disability benefit or a temporary total disability benefit pursuant to the provisions of Section 440.15, F.S., and there is medical certification that the employee temporarily cannot perform the duties of the employee's regular position but can perform some type of work beneficial to the University, the employee may be returned to the payroll at his/her regular rate of pay to perform such duties as the employee is capable of performing.

C. If the University returns an employee to alternate duty, the University shall reassign the employee to his/her regular duties when the employee becomes medically able to perform such duties.

D. A complaint concerning administration of this Section may be grieved in accordance with Article 5 of this Agreement up to and including Step 1.

**Article 18**  
**LEARNING OPPORTUNITIES**

18.1 Law Enforcement Training. The University and the PBA recognize the importance of training programs to develop skills in our law enforcement officers and supervisors. The University will make a reasonable effort to continue existing training programs in law enforcement techniques and to develop new programs, and to ensure that opportunities to attend law enforcement and salary incentive training programs are equitably distributed among employees.

18.2 Tuition-Free Course Program. The University is encouraged to accommodate employees seeking to take courses under any tuition-free course program.

18.3 Health and Fitness Program. The University shall consult with the PBA under the provisions of paragraph 4.3A prior to implementing a mandatory health and fitness program for employees. Such consultation shall not constitute a waiver of the PBA's right to negotiate concerning changes in terms and conditions of employment.

## **Article 19 DUES DEDUCTIONS**

### **19.1 Deductions and Remittance.**

A. During the term of this Agreement, the University will deduct PBA dues and other authorized deductions in an amount established by the PBA and certified in writing by the President of the Florida Police Benevolent Association to the University, from employees' pay for those employees who individually make such request on the deduction form provided by the PBA included as Appendix B. Such deductions will be made by the University when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the University.

B. Where an employee has been suspended or dismissed and subsequently returned to work with full or partial back pay, the University shall deduct the PBA membership dues that are owed for the period for which the employee receives back pay. Dues deduction will be resumed for such employees and those employees who return from unpaid leave.

C. The PBA shall advise the University of any Increase in dues or other authorized deductions in writing at least thirty (30) days prior to its effective date.

D. This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

E. The University will not be required to process Dues Deductions Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to the University more than sixty (60) days following the date of the employee's signature.

F. Deductions of dues and other authorized deductions shall be remitted exclusively to the President of the Florida Police Benevolent Association by the University within thirty (30) days after the deductions are made, or as soon as practical thereafter, along with a list containing the names of the employees for whom the remittance is made.

**19.2 Insufficient Pay for Deduction.** In the event an employee's salary earnings within any pay period, are not sufficient to cover dues and any other authorized deductions, it will be the responsibility of the PBA to collect its dues and uniform assessments for that pay period directly from the employee.

**19.3 Termination of Deduction.** Deductions for PBA dues and other authorized deductions shall continue until either: 1) revoked by the employee by providing the University with thirty (30) days written notice that the employee is terminating the prior check off authorization; 2) revoked pursuant to Section 447.507, Florida Statutes; 3) the termination of employment; or 4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, the PBA shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

**19.4 Indemnification.** The PBA shall indemnify, defend, and hold the University, the

State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the University, the State, or their officials, agents, and employees in complying with this Article. The PBA shall promptly refund to the University any funds received in accordance with this Article which are in excess of the amount of dues and other authorized deductions which the University has agreed to deduct.

**Article 20**  
**CONFLICT OF INTEREST AND OUTSIDE ACTIVITY**

20.1 Outside Employment - General.

A. Any employee who is performing employment outside of the University shall notify the Chief Administrative Officer of such employment. If the employment has not been previously approved, it shall be subject to the provisions of paragraph 20.1B.

B. If an employee anticipates accepting employment outside of the University, the employee shall notify the Chief Administrative Officer of such outside employment prior to the date of employment and verify that such employment does not conflict with the employee's University employment or with applicable laws, or regulations. Should such conflict(s) exist, the outside employment shall not be approved.

C. The University may make reasonable inquiries of the employee to ensure that the employee's employment outside of the University does not constitute a conflict of interest or interfere with the employee's primary duties as a University law enforcement officer. Employees shall not be required to file regular reports regarding the outside employment that has not changed for activities which had previously been approved.

20.2 Outside Employment - Police Employment.

A. Outside police employment shall be limited to off-duty police employment on any property or in any facilities which are under the guidance, supervision, regulation, or control of the State University System, in accordance with the provisions of Chapter 1012.97, F.S. Employees engaged in, or anticipating, outside police employment shall seek permission from the Chief Administrative Officer, whose decision will be in accordance with the policy established by the University on such matters. Approval for such outside employment shall not be unreasonably withheld and will be granted if it:

1. Does not constitute a conflict of interest;
2. Does not interfere with the employee's primary duties as a University law enforcement officer; and
3. Is within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his/her job duties and responsibilities.

B. Employees may be permitted to wear their uniform and use their personal equipment, patrol car, or vessel during approved outside police employment.

20.3 Reimbursement of Costs. All mileage placed on a University automobile in outside police employment shall be paid for by the employee at the mileage rate established in Section 112.061, Florida Statutes.

**Article 21**  
**UNIFORMS AND EQUIPMENT**

21.1 Uniform. All employees shall receive a standard issue of uniforms (winter and summer) and uniform accessories, and may request replacement of such uniforms as needed. Requests for replacement of uniforms shall be honored in a timely fashion and not unreasonably denied.

21.2 Uniform accessories and equipment will include the following minimum requirements:

- A. Gun belt, either 2 1/4 inches or 3 inches, as appropriate for the individual employee;
- B. Firearm safety (snatch resistant) holster; and,
- C. Three (3) magazines and an approved case for spare ammunition.

21.3 Uniform Maintenance and Shoe Allowance. The University will provide employees who are furnished and required by the University to wear a uniform, a uniform maintenance allowance in the amount of \$400.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of \$150.00 annually, unless shoes are furnished by the University.

21.4 Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of \$450.00 annually, and a shoe allowance in the amount of \$150.00 annually, unless shoes are furnished by the University.

**Article 22**  
**EMERGENCY EXPENSES**

Emergency Expenses. When an emergency arises requiring temporary personnel assignment with less than forty-eight (48) hours' notice, the University agrees to make the necessary payment to the vendor for meals and lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required by the University.

## **Article 23 WAGES**

23.1 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 10.38% pay adjustment to the employee's July 7, 2022, base rate of pay, effective September 2, 2022. This pay adjustment shall include the \$2,750.00 pay adjustment that was effective July 8, 2022, for eligible in-unit employees, resulting in a total pay adjustment of 10.38%. Each eligible part-time employee shall receive a pay adjustment prorated based on the full-time equivalency of their position.

B. To receive the pay adjustment, the employee must be employed on or before June 30, 2022; and must be in active payroll status on September 2, 2022.

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.

23.2 For Fiscal Year 2023-2024, the University will implement a one-time pay adjustment as follows:

A. Each eligible in-unit employee, as defined herein, with a base rate of less than \$50,000.00 after the 10.38% pay adjustment specified in 23.1 shall receive a pay adjustment to bring their base rate of pay to \$50,000.00. This pay adjustment shall be effective September 2, 2022. Each eligible part-time employee shall receive a pay adjustment prorated based on the full-time equivalency of their position.

B. To receive the pay adjustment, the employee must be employed on or before June 30, 2022; and must be in active payroll status on September 2, 2022.

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 salary are funded from E&G sources, provided that such funds are available with the contract, grant, auxiliary, or local fund.

E. Both parties agree that salary increases for fiscal year 2023-2024, as specified in 23.2, constitute agreement of Article 23, Wages, for the 2023-2024 reopener negotiations as stated in Article 33, Duration, and shall not be reopened. i

23.3 If funds are available, the University may award Merit, market, or pay equity adjustments due to compression 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 special assignment shall receive an additive of no less than a four (4) percent increase during the period of assignment.

## **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.

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 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.

## **Article 25 SENIORITY**

25.1 Definition. For the purpose of this Article, "Seniority" shall be defined as continuous service in the job classification; provided, however, that any unauthorized absence for three (3) or more consecutive days shall be considered a break in service. The University and PBA acknowledge that if an employee in a higher classification within the bargaining unit is demoted on or after March 15, 2005, the time served in any higher classification shall count as continuous service in the lower job classification for purposes of seniority.

25.2 Seniority Application. Except under extraordinary circumstances, vacations, shifts, shift transfers, and regular days off shall be scheduled with due regard for the needs of the University, seniority, and employee preference. The University and the PBA understand that there may be times when the needs of the University will not permit such scheduling.

25.3 Vacation and Holiday Leave. Where practicable, leave of forty (40) contiguous hours or more, or for holidays requested, shall be requested at least sixty (60) days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision, nothing shall preclude the University from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

**Article 26**  
**GROOMING STANDARDS**

26.1 Haircuts will conform to the following standards: Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. Long hair must be worn up in a neat, stylish manner which permits the wearing of the hat. Conspicuous barrettes, pins, or combs will not be worn.

26.2 If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

26.3 If a mustache, beard, and/or goatee is worn, it will be kept neatly trimmed and tidy. The beard or goatee length will not exceed a quarter inch in length. If only a mustache is worn, no portion of the mustache may extend beyond the corners of the mouth or will fall below a line parallel with the bottom of the lower lip.

26.4 Cosmetics and Jewelry. If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear or of a neutral color. No bright colors, designs, gems, glitter or any other adornment will be permitted. Female officers may wear small post earrings. Necklaces shall not be visible when the uniform is worn.

26.5 The Chief of Police shall have final review of compliance with the grooming standards contained in this article. Such review and determination shall not be grievable.

**Article 27**  
**REPLACEMENT OF PERSONAL PROPERTY**

27.1 Policy. An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription eyewear, or such other items of personal property as have been given prior approval by the University as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed.

27.2 Specific Reimbursement Allowances and Approvals.

A. Upon proper documentation by the employee of the amount expended, the University shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - \$100;
2. Prescription eye wear - \$200 (including any required examination);
3. Other Items - The Chief Administrative Officer shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear; and

4. Total allowable per incident - \$500.

B. Such reimbursement shall be with the approval of the Chief Administrative Officer. Approval shall not be unreasonably withheld.

**Article 28**  
**NO STRIKE**

28.1 No Strike Agreement. Neither the PBA nor any of its officers or agents nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any prohibited activities as defined in Section 447.203(6), Florida Statutes.

28.2 Penalty. Any or all employees who violate any provision of the law prohibiting strikes, or of this Article, will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the University shall not be subject to the Grievance Procedure established herein.

**Article 29**  
**PREVAILING RIGHTS**

29.1 All pay and benefits provisions published in the University Employment Regulations which cover employees and which are not specifically provided for or modified by this Agreement or by the Legislature shall be in effect during the term of this Agreement.

29.2 Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by the University Employment Regulations, or other appropriate administrative or judicial remedy.

**Article 30**  
**MANAGEMENT RIGHTS**

The PBA agrees that the University has, and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of the University, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is the right of the University to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement; provided, however, that the exercise of such rights shall not preclude an employee or employee representative from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

**Article 31**  
**TOTALITY OF AGREEMENT**

31.1 The University and the PBA acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the University and the PBA thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

31.2 The University and the PBA, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

31.3 Modifications. Nothing herein shall preclude the University or the PBA from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

**Article 32**  
**SAVINGS CLAUSE**

If any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

**Article 33**  
**DURATION**

33.1 This Agreement shall be effective on July 1, 2022, if ratified by both parties, or on the date it is ratified by both parties if ratification occurs after July 1, 2022, and shall remain in full force and effect through the thirtieth day of June, 2025 with the exception that the following shall be subject to renegotiation for the 2023-2024 year.

- A. Wages (Article 23)
- B. Benefits (Article 24)
- C. Up to two (2) additional articles chosen by each party.

Such renegotiations shall begin on or after January 2, 2023, unless extended by mutual agreement.

33.2 Renegotiations for the 2024-2025 year shall begin on or after January 2, 2024, unless extended by mutual agreement, and shall include the following articles:

- A. Wages (Article 23); and
- B. Benefits (Article 24).
- C. One (1) additional article may be chosen by each party.

33.3 Negotiations for a successor Agreement shall begin on or after January 2, 2025, unless extended by mutual agreement. In the event that the University and the PBA fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

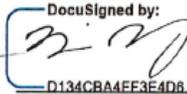
IN WITNESS THEREOF, the parties have set their signatures this 12<sup>th</sup> day of September 2022.

FOR FLORIDA STATE UNIVERSITY:

FOR FLORIDA POLICE BENEVOLENT ASSOCIATION:



Richard D. McCullough  
President



DocuSigned by:  
Richard Murphy

Richard Murphy  
President, Big Bend Chapter  
And Chief Negotiator

and



Renisha Gibbs  
Associate Vice President, Human Resources  
And Chief Negotiator

Rhonda Harris  
Justin Maloy  
Jason Trumbower  
Lisa Scoles  
Tracey Pearson  
Karen Chi  
James Hall

Ryan Bailey  
Brett Sheffield

## APPENDIX A

The parties have agreed that the following class codes are included within the bargaining unit indicated, and that this list may be amended by agreement of the parties or by order of the Florida Public Employees Relations Commission:

Law Enforcement, Certification No. 1403:

All law enforcement officers of the Florida State University certified pursuant to Chapter 943, Florida Statutes, in the following classifications: law enforcement officer, law enforcement corporal, law enforcement sergeant, law enforcement investigator.

CLASS CODE	CLASS TITLE
8515	Law Enforcement Officer
8517	Law Enforcement Corporal
8519	Law Enforcement Sergeant
8541	Law Enforcement Investigator

**APPENDIX B  
FLORIDA STATE UNIVERSITY  
PBA DUES DEDUCTIONS AUTHORIZATION**

I, \_\_\_\_\_ (Full Name - Print) \_\_\_\_\_ (Social Security Number)

an employee of the Florida State University Police Department, direct the University, to deduct from my regular biweekly or monthly salary the membership dues and other authorized deductions, if any, as established from time to time by the employee organization certified to represent the bargaining unit indicated below.

The University is directed to begin the deduction that is appropriate for the option selected below with the first pay period following the date this authorization form is received by my employing University and to continue said deduction until: 1) revoked by me at any time upon 30 days written notice to my employing University, 2) my transfer, promotion or demotion out of this bargaining unit, 3) the termination of my employment, or 4) revoked pursuant to Section 447.507, Florida Statutes. The deductions made pursuant to this authorization shall be transmitted to the employee organization certified to represent this unit.

Law Enforcement		(Check One Only)				
Unit	Option:	A	B	C	D	E
Payroll Deduction Code 0678		—	—	—	—	—

MY SIGNATURE HEREON IS AUTHORIZATION FOR THE UNIVERSITY TO RELEASE MY SOCIAL SECURITY NUMBER IN REPORTING DUES DEDUCTIONS.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Distribution of Copies:  
ORIGINAL - UNIVERSITY  
1st COPY - ASSOCIATION  
2nd COPY - EMPLOYEE

This grievance was received and filed with the University by (CHECK ONE):  
\_\_\_ MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested);  
\_\_\_ PERSONAL DELIVERY. *Personal Delivery requires signature of recipient; or*  
\_\_\_ ELECTRONIC MAIL

Received by \_\_\_\_\_ Date \_\_\_\_\_

*Faxed documents do not constitute an appropriate format for filing of grievances*

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**Florida State University  
PBA  
APPENDIX C, GRIEVANCE – STEP 1**

GRIEVANT NAME: \_\_\_\_\_

UNIVERSITY: \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

EMPLOYEE GRIEVANCE REPRESENTATIVE  
NAME: \_\_\_\_\_

UNIVERSITY: \_\_\_\_\_

DEPT/ DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

All university communications shall go to the Employee Grievance Representative at the above address.

STATEMENT OF GRIEVANCE -- must cite the specific Articles and Sections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations:

REMEDY SOUGHT:

(See page 2 for additional requirements)

III. AUTHORIZATION

I will be represented in this grievance by: (check one - representative must sign on appropriate line):

<input type="checkbox"/>	PBA	_____
<input type="checkbox"/>	Myself	_____
<input type="checkbox"/>	Other	_____

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

_____		_____
Signature of Grievant(s)		Date

(The grievance will not be processed unless signed by the grievant.)

The Step 1 decision shall be transmitted to grievant's Employee Grievance Representative by personal delivery with written documentation of receipt, by certified mail, return receipt requested, or by electronic mail. A copy of this decision shall be sent to grievant and the local PBA Chapter if grievant elected not to be represented by PBA.

This grievance was received and filed with the University by (CHECK ONE):  
 MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested);  
 PERSONAL DELIVERY. *Personal Delivery requires signature of recipient; or*  
 ELECTRONIC MAIL

Received by \_\_\_\_\_ Date \_\_\_\_\_

*Faxed documents do not constitute an appropriate format for filing of grievances*

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**Florida State University  
PBA – STEP 2  
APPENDIX D, GRIEVANCE – STEP 2  
REVIEW OF STEP 1 DECISION**

**I request a review by the Chief Human Resources Officer or designee, pursuant to Article 5.2.B.1.**

GRIEVANT NAME: \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

EMPLOYEE GRIEVANCE REPRESENTATIVE

NAME: \_\_\_\_\_

DEPT/ DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

All university communications shall go to the Employee Grievance Representative at the above address.

DATE OF STEP 1 DECISION: \_\_\_\_\_

DATE STEP 1 DECISION WAS RECEIVED BY PBA EMPLOYEE GRIEVANCE REPRESENTATIVE: \_\_\_\_\_

Provisions of Agreement allegedly violated as specified at Step 1:

I hereby request that the Chief Human Resources Officer or designee review the decision issued at Step 1 for the following reasons:

REMEDY SOUGHT:

III. AUTHORIZATION

I will be represented in this grievance by: (check one - representative must sign on appropriate line):

<input type="checkbox"/>	PBA	_____
<input type="checkbox"/>	Myself	_____
<input type="checkbox"/>	Other	_____

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

\_\_\_\_\_  
Signature of Grievant(s)

\_\_\_\_\_  
Date

(The grievance will not be processed unless signed by the grievant.)

The Step 1 decision shall be transmitted to grievant's Employee Grievance Representative by personal delivery with written documentation of receipt, by certified mail, return receipt requested, or by electronic mail. A copy of this decision shall be sent to grievant and the local PBA Chapter if grievant elected not to be represented by PBA.

This grievance was received and filed with the University by (CHECK ONE):  
\_\_\_ MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested);  
\_\_\_ PERSONAL DELIVERY. *Personal Delivery requires signature of recipient; or*  
\_\_\_ ELECTRONIC MAIL

Received by \_\_\_\_\_ Date \_\_\_\_\_

*Faxed documents do not constitute an appropriate format for filing of grievances*  
=====

**Florida State University  
PBA  
APPENDIX E  
NOTICE OF ARBITRATION**

The Police Benevolent Association (PBA) hereby gives notice of its intent to proceed to arbitration in connection with the decision of the University dated \_\_\_\_\_ and received by the PBA Staff Representative on \_\_\_\_\_ in this grievance of:

NAME: \_\_\_\_\_

University FILE NO: \_\_\_\_\_

The following statement of issue(s) before the Arbitrator is proposed:

\_\_\_\_\_|\_\_\_\_\_  
Signature of PBA Representative | Date

I hereby authorize the PBA to proceed to arbitration with my grievance. I also authorize the PBA and the University or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

\_\_\_\_\_|\_\_\_\_\_  
Signature of Grievant(s) | Date

(This request for arbitration will not be processed unless signed by grievant.)

This notice should be sent to:

Florida State University  
Office of Human Resources  
6200 University Center (A)  
Tallahassee, FL 32306-2410