



Item: PC: A-1

**Tuesday, January 27, 2015**

**SUBJECT:** Approval of 2013-2016 FAU BOT/PBA Collective Bargaining Agreement Mid-Contract Reopeners

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**PROPOSED Board ACTION**

Approve and Recommend Board of Trustees Ratification of 2013-2016 Collective Bargaining Agreement reopened articles between the Florida Atlantic University Board of Trustees and the Police Benevolent Association Union of Palm Beach County ("PBA").

**BACKGROUND INFORMATION**

The current contract with the PBA in effect through June 2016 permits both sides to open a limited number of articles for negotiations each year. This year, the parties negotiated five articles and reached tentative agreement on all of them. This Committee has provided guidance and authorizations to the Administration throughout the reopener negotiating process. Final approval by the committee and ratification by the full Board of Trustees will complete this year's process. Below is a summary of the articles and red-lined copies of each are attached.

- Article 8 - Drug Testing. Added policy to permit random drug testing.
- Article 15 - Overtime Calculation. Changed overtime accrual from 40 hours/week to 86 hours in 14-day period, as permitted by law. This will permit the UPD to operate on 8-, 10-, or 12-hour shifts without incurring overtime obligations.
- Article 21 - Uniform allowance. Agreed to increase annual uniform allowance from \$775 to \$1,100 in consideration of dry cleaning and laundry obligations of employees.
- Article 22 - Take-Home Vehicles. Agreed to study and collect data on the benefits of take-home vehicles for use at next round of bargaining.
- Articles 23 - Wages. Agreed to zero salary increase and no retention or other bonuses. Eliminated the pay additive for motorcycle patrol duties.

**IMPLEMENTATION PLAN/DATE**

Effective upon Board of Trustees ratification.

**FISCAL IMPLICATIONS**

PBA employees' additional drug testing and uniform allowance increase funded by the FAU E&G Budget and/or auxiliary funds.

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Supporting Documentation:                      Collective Bargaining Agreement Amended Articles

Presented by:

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**ARTICLE 8  
DRUG TESTING AND FITNESS FOR DUTY**

8.1 It is the policy of the University that its employees shall not use illegal drugs or abuse alcohol or otherwise lawful drugs. The possession, use or sale of illegal drugs or drugs obtained illegally is forbidden to all employees, regardless of whether such use, possession or sale occurs on or off duty and may serve as grounds for discipline up to and including dismissal. The use or possession of alcoholic beverages (including break and meal periods) while on duty is expressly prohibited.

8.2 Any employee covered by this Agreement shall be subject to a blood, urine, hair or intoxicilizer test accomplished by certified and qualified operators in accordance with a random testing policy and/or if there is reasonable suspicion on the part of the employee's immediate supervisor and the Police Chief or designee, that the employee is under the influence of alcohol, drugs or controlled substances while on duty or is otherwise in violation of Article ~~42~~13.1. Any specimen collected will be tested by a certified and accredited laboratory. For purposes of determining reasonable suspicion, the Department will use the standards described under Section 112.0455(5)(j), Fla. Stat.

8.3 When an employee tests positive (e.g., a drug or drugs is detected), a second test will be run on the sample originally taken. The standards for determining whether a test is positive will be as provided under Chapter 59A-24.006, Florida Administrative Code, or any successor thereto. If the second test does not detect the presence of a drug or drugs, the second test shall prevail.

8.4 Testing will be done at the University's expense. Prior to testing, the employee shall be afforded the opportunity to disclose any medications or substances to the MRO/testing facility that may impact the test results. If the test results establish with reasonable scientific certainty that an employee is present at work with the presence of alcohol or drugs in his or her system, the employee may be disciplined or dismissed.

8.5 The failure or refusal of an employee to submit to a blood, urine, hair, or intoxicilizer test when ordered to take such test shall result in dismissal.

8.6 In the event that an employee informs the University of his or her abuse of alcohol/drugs prior to reporting for duty and prior to testing, disciplinary action may be taken, up to and including dismissal. The University may, at its sole discretion, instead

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allow an employee the option of enrolling in a bona fide rehabilitation/ treatment program. Failure to successfully complete the rehabilitation/treatment program, as verified by the Department of Human Resources, may result in dismissal. Sick leave and/or vacation may be utilized for rehabilitation and treatment. If sick leave and vacation credits have been exhausted, employee may be granted a leave of absence, without pay. Leaves under this Section may be designated as FMLA where permitted or required by law. If a rehabilitation opportunity is afforded, it shall be permitted for a first offense only.

8.7 The parties agree that during the term of this Agreement, the University shall have the right to establish a Drug Free Workplace Program as set forth in the Florida Workers' Compensation Law, and that the University may update the program to conform to changes in the law and regulations. The University will provide the PBA with a copy of any proposed Drug Free Workplace program at least thirty (30) calendar days before implementation, and upon request, consult with the PBA before the Program's effective date.

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

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ARTICLE 15  
WORKDAY AND WORKWEEK

15.1 Workweek.

A. The ~~normal-regular~~ workweek for each full-time employee shall be ~~forty (40) between 36 and 48 hours, depending on shift schedule~~. The University may establish the regular work schedule, which shall not exceed ~~eighty (80)~~ 86 hours in a fourteen (14) day work cycle.

B. ~~Hours worked and overtime due shall be calculated in accordance with the Fair Labor Standards Act. When required hours worked exceed forty (40) during a workweek, unless otherwise agreed under Section 15.1(A), Overtime compensation shall be earned at the rate of time and one-half for overtime worked shall be in the form of cash payment and paid in accordance with regular payroll practice,~~ unless the employee and the chief or designee agree that the employee be credited with compensatory leave. ~~Hours worked shall be calculated in accordance with the Fair Labor Standards Act.~~

C. If the employees on a campus are notified of a permanent change in the regular workweek schedule, the affected employees on that campus may hold an advisory vote of approval. If seventy-five percent (75%) of those voting disapprove of the change, the result shall be considered an official request by the PBA to the University to reconsider the schedule change.

D. When circumstances permit, 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 start of the new shift assignment, except when an emergency situation does not permit.

E. Except in the case of an official emergency or to meet unforeseen law enforcement needs, the University shall not require employees to work overtime for special events on the days of scheduled twelve (12) hour shifts. Officers may volunteer to work special events with supervisory approval, not to exceed a sixteen (16) hour workday.

F. Employees working a full time schedule shall normally have a scheduled

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meal break of thirty (30) minutes and two (2) fifteen (15) minute breaks, one in the first half of the shift and the other in the second half of the shift. These breaks will be considered work time. Employees may be called to return to duty during these periods.

G. Should an employee have to use administrative leave, it will be granted in increments of no more than the hours in the employee's normal scheduled work day.

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 Special Events.

An employee reporting for duty to a special event outside their regular work hours shall be guaranteed three (3) hours of pay if an event is canceled or concluded prior to the end of the three (3) hour period covered by the guaranteed pay provision. An employee's failure to adhere to the Department's procedures for determining the status of the event prior to reporting for such duty will cause the employee to lose eligibility for the guaranteed three (3) hours. If, after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed three (3) hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed three (3) hour period.

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**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 2¼ inches or 3 inches, as appropriate for the individual employee;
- (b) Firearm safety approved retention holster; and,
- (c) Three (3) magazines and an approved case for spare ammunition.

21.3 Uniform Maintenance, Clothing and Shoe Allowance. The University will provide employees with a clothing and shoe allowance in the amount of ~~seven hundred-seventy-five~~one-thousand one-hundred dollars (~~\$775,100.00~~) annually.

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**ARTICLE 22**  
**TAKE-HOME VEHICLES AND TRAVEL EXPENSES**

22.1 Travel expenses will be reimbursed in accordance with the requirements of Florida Statutes, University Regulations and fiscal policies.

22.2 The University shall conduct a cost-benefit analysis to assess the possibility and expense of implementing a take-home vehicle benefit for the employees. Vehicle usage, capital costs, mileage, fuel costs, maintenance costs and other data may be collected for the study, with a view toward using a pilot program during the study period. The results of the analysis and the possibility of a take-home vehicle benefit will be discussed during collective bargaining negotiations for the 2015-2016 fiscal year.

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ARTICLE 23  
WAGES

23.1 2013 Legislative Salary Increase.

A. In accordance with the Florida Legislative guidelines from Ch. 2013-40, Florida Laws, each eligible employee who qualifies for a "competitive pay adjustment" as defined by law shall receive an increase effective October 1, 2013 consistent with the law.

B. Eligible employees earning \$40,000 a year or less will receive an increase of \$1,400 to their annual base salary, adjusted for full or part-time status. Eligible employees earning more than \$40,000 a year will receive an increase of \$1,000 to their annual base salary, however the increase for employees in this category must result in a base salary of at least \$41,400 a year.

C. In order to be eligible for this 2013 Legislative Salary Increase, employees must: (1) have been continuously employed at FAU since July 1, 2013; (2) be meeting required performance standards during the one year period immediately preceding the increase; and (3) have not received an overall appraisal ratings of "Needs Improvement" or "Below Standards" during the one year period immediately preceding the increase.

23.2 2013 FAU BOT Salary Increase.

A. The Board of Trustees has committed additional funds to provide eligible bargaining unit employees with a merit salary increase. Increases will be effective on the date of ratification and calculated from the employee's base salary on September 30, 2013.

B. The base salary increase amount will be based on the overall performance rating on the most recent eligible performance evaluation. Eligible employees with an overall Meets (Achieves) will receive 3%; eligible employees with an overall Exceeds rating will receive 7%, and eligible employees with an overall Outstanding rating will receive 11%.

C. In order to be eligible for this 2013 FAU BOT Salary Increase, employees must: (1) have been continuously employed at FAU since July 1, 2013; (2) have received an overall evaluation rating of Meets (Achieves), Outstanding, or Exceeds on the last evaluation made during the one year period immediately preceding the increase; and (3) have not received a disciplinary action of written reprimand and/or suspension during the

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twelve months immediately preceding the effective date.

### 23.3 Additives for Special Assignments.

A. When a Corporal or Law Enforcement Officer is utilized to train a new employee as part of the department's Field Training Program, the employee trainer will be compensated an FTO additive during the period of assignment at \$15.00 per day.

B. In order to be eligible to receive the FTO additive, the Corporal or Officer must have successfully completed the state approved Field Training Officer course.

C. Each employee regularly assigned to Motors (motorcycle patrol) shall be ~~paid an additional five percent (5.0%) of base pay during such assignment~~ entitled to use the assigned motorcycle as a take-home vehicle in accordance with applicable take-home vehicle policies. This does not apply to temporary or emergency Motors assignments.

D. Each employee regularly assigned to the department's bicycle patrol function shall be paid an additional five percent (5.0%) of base pay during such assignment. This does not apply to temporary or emergency bicycle assignments.

### 23.4 Pay Ranges.

The pay ranges for each of the respective ranks will be as follows:

Officer:	\$38,800 - \$54,500
Corporal:	\$39,500 - \$62,000
Sergeant:	\$40,000 - \$72,000

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