



Item: PC: A-1

PERSONNEL AND COMPENSATION COMMITTEE
March 14, 2017

SUBJECT: Ratification of 2017-2020 FAU BOT/PBA Collective Bargaining Agreement

PROPOSED COMMITTEE ACTION

Recommend Board of Trustees ratification of the 2017-2020 Collective Bargaining Agreement negotiated between the Florida Atlantic University Board of Trustees and the Police Benevolent Association Union of Palm Beach County ("PBA"). The PBA membership has voted for and ratified the proposed contract.

BACKGROUND INFORMATION

The current PBA contract expired on June 30, 2016. However, the agreement remains in status quo until a successor agreement is reached. The parties were permitted to reopen and negotiate all articles, and the administration and the union have been negotiating since Spring 2016. The three negotiated articles are summarized below and attached in full.

Article 14: Performance Evaluations – The insertion of new section 14.2 clarifies the evaluation ratings that are enumerated in FAU Personnel Policy 7.5 and the Police Department General Orders. It is now emphasized that a narrative explanation supporting the rating must be included in the performance evaluations of employees who are rated Below Standards, Needs Improvement, Exceeds Expectation, or Outstanding. Additionally, deficient employees who do not demonstrate adequate performance improvement may be either demoted or terminated after sixty days from receiving a performance improvement plan as opposed to the ninety day period formerly in place. Furthermore, employees who are placed on a performance improvement plan, and thereafter begin to meet expectations, must maintain a continuous satisfactory level of performance within a six month period or risk demotion or termination without additional improvement plans or follow-up periods. Any such resultant demotion or termination is grievable to Step 1 only.

Article 23: Wages – Section 23.3 increases Field Training Officers' additive pay from \$15.00 to \$18.00 per day. Section 23.4 regarding pay ranges was stricken as obsolete. Specifically, the \$38,800 starting pay for officers was not competitive with the surrounding agencies or other SUS institutions. As a result, FAU PD suffered from high turnover and the associated personnel challenges. Section 23.5 proposes an across the board increase for newly hired officers which

correlates to a \$41,000 starting salary. To address salary compression, officers other than new hires will receive a \$3,100 salary increase. The salary increases for both new hires and existing employees have an effective date of 7/1/17. The total associated salary cost is approximately \$90,069.318. For the years 2018-2019 and 2019-2020, a variable merit salary increase was negotiated based on the individual employee's performance evaluation. Total cost to the Department is approximately \$77,500 for merit based salary increases and one-time bonuses per year.

Article 33: Duration –The proposed CBA will remain in effect for a three-year term following ratification with no contract reopeners.

IMPLEMENTATION PLAN/DATE

Effective upon Board of Trustees ratification.

FISCAL IMPLICATIONS

PBA employees' salary increases are funded by the FAU E&G Budget, and auxiliary funds.

Supporting Documentation: Collective Bargaining Agreement Amended Articles 14, 23, and 33.

Presented by:

David Kian, Vice President & General Counsel

Phone 561-297-3007

Stacey Volnick, Vice President

Phone: 561-297-6319

**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 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 which may include statistical data and comparison to averages. No minimum quotas will be used for determining the overall level of rating for any employee.
- (c) The University will make a good faith effort to provide employees and supervisors with training in performance evaluation procedures.

14.2 Evaluation Ratings.

(a) All evaluations must be rated as:

- A. Below Standards- performance in a substandard or incompetent manner throughout the majority of the rating period.
- B. Needs Improvement- performance needs improvement in some aspects of the established position duties or which otherwise inconsistently met the standards of expectation.
- C. Meets Expectations- performance which successfully and consistently accomplishes the established position standards.
- D. Exceeds- performance at a level higher than the established position standards during the majority of the rating period. Employee often makes contributions that enhance the Department's ability to achieve its goals. The employee's performance is highly accomplished.
- E. Outstanding- performance throughout the majority of the rating period characterized by exceptional accomplishments that are considerably at a significantly higher level than the established standards. Employee is innovative, creative and an excellent problem solver on a regular basis. Employee's performance has a positive and demonstrable impact on the Department's ability to achieve its goals. Employee consistently performs at the highest level of effectiveness.

- (e) (b) When an employee is rated Below Standards, Needs Improvement, Exceeds Expectations, or Outstanding, a narrative explanation supporting the rating shall be included as part of the performance evaluation.

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~~(d) When a non-probationary employee's job performance falls below the established standards of the job, the supervisor will, as soon as practical, advise that employee in writing in order to provide an opportunity for that employee to improve his or her performance. The written notification may be in memorandum form or may be verbal counseling documented in the supervisor's file.~~

(e)(c) Where an employee has completed their probationary period in the class and does not meet performance standards, the University shall develop a performance plan intended to correct performance deficiencies.

(f)(d) Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher-level, above any person involved in the evaluation process, concerns regarding the evaluation which rates the employee as not meeting performance standards. These reviews shall ensure that the performance evaluation was not done in an arbitrary or capricious manner.

(g)(e) An employee who has not demonstrated adequate improvement in performance after ~~six~~ninety (90) days from receiving the improvement plan may be either demoted or terminated for not meeting performance standards. A decision that adequate improvement has not occurred must be reviewed and approved by the evaluator's supervisor.

~~(f) An employee who meets expectations following the performance improvement plan must maintain a continuous satisfactory level of performance. If the employee's performance reverts back to not meeting performance standards within six (6) months of the performance evaluation, the employee may be either demoted or terminated for cause and no additional improvement plans or follow-up periods will be required.~~

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14.32 Grievability. A grievance may be filed only by an employee who has completed the probationary period in his/her current class who is demoted or terminated for an evaluation of not meeting performance standards pursuant to the provisions of Article 7. Demotions or terminations under 14.2(f) may be grieved to Step 1 only.

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For the FAU Board of Trustees For the PBA

Date: _____ Date: _____

**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 rating 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 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 \$185.00 per day. 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.

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~~A.~~

~~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.~~

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C.B. Each employee regularly assigned to specialized units including, but not limited to, Motors (motorcycle patrol, bicycle patrol, and K-9) shall be paid an additional five percent (5.0%) of base pay during such assignment. I and if available, employees regularly assigned to motorcycle patrol shall be 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 mMotorcycle patrols 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.~~

E.C. Each employee regularly assigned as a Detective shall be paid an additional seven percent (7.0%) of base pay during such assignment. This does not apply to temporary or emergency duty as Detective or other investigator 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~~

23-823.4 2015-2016 FAU BOT Salary Increase.

- A. The Board of Trustees has committed a pool of funds to provide eligible bargaining unit employees with a merit salary increase for 2015-16. Increases will be effective on the date of ratification and calculated from the employee's base salary on September 30, 2015.
- B. The base salary increase amount will be based on the overall performance rating on the 2015 performance evaluation. Eligible employees with an overall Meets (Achieves) will receive \$1,400 base salary increase; eligible employees with an overall Exceeds rating will receive a \$3,150 base salary increase; and eligible employees with an overall Outstanding rating will receive a \$5,000 base salary increase.
- C. In order to be eligible for this 2015-2016 FAU BOT Salary Increase, employees must:
 - (1) have been continuously employed at FAU since March 1, 2015;
 - (2) have received an overall evaluation rating of Meets (Achieves), Exceeds, or Outstanding on the 2015 evaluation; and
 - ~~(3)~~ have not received any disciplinary action during the twelve months immediately preceding the effective date.
 - (3)

23.5 2017-2018 Across the Board Increase

- A. The starting salary for newly hired officers will be \$410,000 effective the first full pay period in July 2017.
- B. Each eligible employee, other than newly hired officers, shall receive a wage increase of \$3,100 as an across the board increase to their base rate of pay as of the date of ratification without including pay supplements. To be eligible the employee must be employed with FAU as of the date of ratification.

23.6 2018- 2019 FAU BOT Salary Increase

- A. The Board of Trustees has committed a pool of funds to provide eligible bargaining unit employees with a merit salary increase for 2018-2019. Increases will be effective on the date of ratification and calculated from the employee's base salary on the first full pay period in July 2018.
- B. The base salary increase amount will be based on the overall performance rating on the 2017 performance evaluation. Eligible employees with an overall Meets will receive a \$2,500 base salary increase; eligible employees with an overall Exceeds rating will receive a \$2,500 base salary increase plus a one-time \$500 bonus; and eligible employees with an overall Outstanding rating will receive a \$2,500 base salary increase plus a one-time \$1,000 bonus.

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C. To be eligible for this 2018-2019 FAU BOT Salary Increase, employees must:

- (1) have been continuously employed at FAU since July 1, 2017;
- (2) have received an overall evaluation rating of Meets, Exceeds, or Outstanding on the 2017 evaluation; and
- (3) have not received more than 2 sustained disciplinary actions during the twelve months immediately preceding the effective date.

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23.7 2019- 2020 FAU BOT Salary Increase

A. The Board of Trustees has committed a pool of funds to provide eligible bargaining unit employees with a merit salary increase for 2019-2020. Increases will be effective and calculated from the employee's base salary on the first full pay period in July 2019.

B. The base salary increase amount will be based on the overall performance rating on the 2018 performance evaluation. Eligible employees with an overall Meets will receive a \$2,500 base salary increase; eligible employees with an overall Exceeds rating will receive a \$2,500 base salary increase plus a one-time \$500 bonus; and eligible employees with an overall Outstanding rating will receive a \$2,500 base salary increase plus a one-time \$1,000 bonus.

C. To be eligible for this 2019-2020 FAU BOT Salary Increase, employees must:

- (1) have been continuously employed at FAU since July 1, 2018;
- (2) have received an overall evaluation rating of Meets, Exceeds, or Outstanding on the 2018 evaluation; and
- (3) have not received more than 2 sustained disciplinary actions during the twelve months immediately preceding the effective date.

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23.8 If the Florida Legislature approves a greater amount of wages or wage increases than described in this Article during the term of this Agreement, eligible employees will receive the base salary increase, and one-time bonus award if applicable, specified in Articles 23.5, 23.6 and 23.7 plus the difference in any larger Legislative wage approval.

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Approved: _____
For the FAU Board of Trustees

Approved: _____
For the PBA

Date: _____

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**ARTICLE
33
DURATION**

33.1 Term. This Agreement shall be effective upon ratification, and shall remain in full force and effect ~~through June 30, 2016. Each party may reopen Article 23 (Wages) and two (2) other Articles for the 2014-2015 and 2015-2016 Fiscal Years by providing written notice to the other party by March 1, 2014 and 2015, respectively~~ for three years from that date. This agreement will remain in status quo until a successor agreement is reached.

33.2 Notices. Notices hereunder shall be given by registered or certified mail, and if by the University shall be addressed to the Palm Beach County Police Benevolent Association, and if by the PBA shall be addressed to the Florida Atlantic University, Employee Relations, Department of Human Resources, 777 Glades Road, Boca Raton, FL 33431. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

Approved: _____ Approved: _____
For the FAU Board of Trustees For the PBA

Date: _____ Date: _____