



Item: PC: A-1

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES
Tuesday, March 15, 2016

SUBJECT: Approval of 2013-2016 FAU BOT/PBA Collective Bargaining Agreement Amendments

PROPOSED BOARD ACTION

Approval of Board of Trustees ratification of the four amended articles in the 2013-2016 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 amendments presented here. The BOT's Personnel and Compensation Committee has also approved this proposal for ratification.

BACKGROUND INFORMATION

The current PBA contract expires June 30, 2016. The parties were permitted to reopen and negotiate select articles for the 2015-2016 fiscal year. The administration and the union have been negotiating these reopeners since Spring 2015. The parties reached a tentative agreement on four articles. The negotiated articles are summarized below and attached in full.

Article 17: Leave and Holidays – new language only clarifies the current provision without substantive change. Section 17.4 was misinterpreted by some members as permitting triple time pay for work on a holiday, and the language was clarified that only double time will be paid.

Article 22: Take-home Vehicles and Travel Expenses – Police administration proposed a take-home vehicle program be implemented similar to surrounding police agencies for recruitment and retention benefits, and to decrease wear and tear on the current fleet. This proposal was approved by the Personnel and Compensation Committee last year, and the parties have reached agreement for implementation. The plan provides for vehicles to be purchased and phased in within a three year period.

Article 23: Wages – A variable merit salary increase was negotiated based on the individual employee's 2015 performance evaluation. Total recurring cost to the Department is approximately \$68,450 for salary plus \$26,696 for benefits. Also, a base pay additive was negotiated for detective and motorcycle officer assignments in recognition of the respective duties and risks.

Article 33: Duration –The current CBA remains in effect through June 30, 2016, and in accordance with Florida labor law, upon expiration the terms remain in status quo until new agreement is reached.

IMPLEMENTATION PLAN/DATE

Effective upon Board of Trustees ratification.

FISCAL IMPLICATIONS

PBA employees' salary increase and vehicle expenditures funded by the FAU E&G Budget, and auxiliary funds.

Supporting Documentation: Collective Bargaining Agreement Amended Articles 17, 22, 23, and 33.

Presented by:

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**ARTICLE 17
LEAVE AND HOLIDAYS**

17.1 Policy Overview. Employees will earn annual and sick leave, and be able to use such leave, in the manner provided by the prevailing University policy applicable to SP employees unless otherwise specified below.

17.2 Employees in the unit will earn and be able to use the same number of holidays provided by prevailing University policy applicable to SP employees.

17.3 Each employee shall be entitled to one (1) Personal Holiday per University fiscal year to be used in accordance with personnel policies applicable to SP employees.


17.4 Employees who are required to work on a recognized State or FAU holiday shall receive a total of double (2X) the regular rate of pay for all hours worked instead of earning Special Compensatory Leave, Holiday pay or Holiday Compensatory Leave.

17.5 When a designated FAU holiday falls on an employee's regular day off, the employee will receive Holiday Compensatory Leave equal to the hours in the employee's regularly scheduled work day unless Section 17.4 applies.

17.6 Employees will earn and may use Special Compensatory Leave in the manner provided by the prevailing University policy applicable to SP employees unless Section 17.4 applies.

17.7 An employee may only accumulate up to one hundred twenty (120) hours of Special Compensatory Leave. Unused special compensatory leave may be paid out by the University at any time, and the University may require an employee to use any part of the employee's accrued special compensatory leave in increments equivalent to the number of hours of work in an employee's regular scheduled workday. Normally, an employee will be given fourteen (14) days' notice when required to use special compensatory leave.

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For the FAU Board of Trustees

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For the PBA

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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 extend its take-home vehicle benefit and policy to all unit employees. The capital expenditure and vehicles to all employees will be provided over a three year phase in period, or sooner. As vehicles become available under this plan, they will be assigned based on rank and seniority in rank.

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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 shall be paid an additional five percent (5.0%) of base pay during such assignment and if available 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 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.

E. 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

23.5 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

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For the FAU Board of Trustees For the PBA
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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.

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 \$1,500 base salary increase; eligible employees with an overall Exceeds rating will receive a \$3,000 base salary increase; and eligible employees with an overall Outstanding rating will receive a \$5,500 base salary increase.

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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.

Approved: *[Signature]*
For the FAU Board of Trustees

Approved: *[Signature]*
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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. 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.

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