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12/6/06
BOT Proposal #2
12/6/06

ARTICLE 10 PROMOTIONS

10.1 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.

10.2 Promotional Exam.

A. A written exam will be required of all employees who wish to be considered for a promotion. Written exams will be based upon a job task analysis of the class of positions being tested and an assessment of the knowledge, skills, and abilities necessary to perform the requirements of the classes. The exam will be administered in June of each year at least once every twelve months unless mutually agreed upon by the parties.

B. Promotional examinations will be subject to the following provisions:

1. Only those employees who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, shall be eligible for the Corporal's exam. An officer must complete their initial probationary period before being promoted to Corporal.

2. Only those employees who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, with a minimum of three (3) years of experience as a law enforcement officer (LEO) at this, or any other department, and who have completed their initial probationary period in their current or previous law enforcement class prior to the examination shall be eligible for the Sergeant's exam.

C. Beginning October 1, 2003 the rank/class of Investigator will be deleted by attrition. Detective will be an assignment.

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For the FAU Board of Trustees

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D. Employees will be notified in writing if they are ineligible for the class(es) to which he/she applied for promotion.

E. When management chooses to give a promotional test at a time other than that originally established exam, employees shall be given adequate notice to prepare for such exam. The employee shall not be compensated for the time spent taking the promotional exam. If an employee is on-duty during the test administration, he/she can take the test on working time.

F. An employee must submit a request to take the promotional exam to the Chief or designee by the application deadline.

10.3 Promotional Lists.

A. ~~The University promotional list shall be effective July 1st of each calendar year.~~ If the University elects not to rank those employees who achieved a passing score solely on the basis of the written exam score, the University shall establish a promotional list, which ranks the employees according to their relative merit and fitness for promotional vacancies in the class. In addition to the written exam score, the University may, at its discretion, use oral interviews, employee performance evaluations, and/or other criteria such as an assessment center, in establishing the University's final promotional list. If the University intends to include criteria in addition to the written exam, such criteria shall be included in the "Notice of Promotional Exam" which shall be furnished to those eligible employees whose exam requests are on file with the University. ~~When a list is established as a result of a special test being given pursuant to Section 10.2(F), it shall remain in force through June 30th of the following calendar year.~~

B. If the University uses oral interviews, it will provide the local PBA representative the names of the individuals to serve on the interview committee. Questions asked at an oral interview will be limited to those that are clearly job related and the same questions shall be asked of all applicants.

C. Where an educational degree is a criterion pursuant to Section 10.3.A., no less than two years notice shall be provided before such requirement is implemented. This provision applies only to those members employed at the time of the notice.

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For the PBA

Date: 12/6/06

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D. The University promotional list shall be effective when published, but not later than thirty days from the completion of the last exam. Names shall be retained on
the promotional list shall remain in effect until a subsequent list is published for a
period of one year. Time extensions of said list may be made only by the mutual
consent of the University and PBA.

E. The University's promotional list, consisting of the name, final score, and position on the appropriate list, shall be furnished to each employee who passed the written exam.

10.4 Method of Filling Vacancies.

A. Except where a vacancy is filled by demoting a law enforcement employee or by reassignment as defined in Article 9 of this Agreement, the only employees who may be considered for a promotion shall be those having the highest five (5) passing numerical scores on the University's promotional list or if Section 10.3.A, is used the five (5) highest overall scores with a passing score on the written exam.

B. Employees who do not receive a promotion for which they applied will retain their position on the promotional list for the remainder of their eligibility. When an employee declines a promotional opportunity for which he/she had previously applied, the employee shall not be considered for promotion for the duration of that list.

C. The University Police Department is committed to retaining excellent employees. As such, law enforcement employees who are promoted to the rank of Corporal or Sergeant, who do not pass the probationary period in the unit position due to a lack of requisite supervisory skills in that position, or who voluntarily request a demotion during the probationary period, will be considered for placement in a vacant Officer position. Corporals or Sergeants who are demoted to a lower rank during their probationary period in that position, in accordance with this article, will maintain their seniority based on years of service in their prior position.

Approved: _____

For the FAU Board of Trustees

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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 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.

13.3 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. 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, 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.

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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.

13.4 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 employee, the University guarantees that each employee is allowed to fire his/her firearm in an approved course at least once every twelve (12) 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 (12) months from the previous date of issue.

13.5 The parties agree that for safety reasons and for the distribution of experience needed on all shifts, probationary bargaining unit employees must not comprise more than half of the employees on any shift. If after shift selection, probationary employees do make up more than half of the employees on a shift, employees will be given a second opportunity to select shifts in compliance with this provision. If the bargaining unit then fails to select shifts accordingly, management may then assign shifts (by starting with the least senior employee first) in order to comply with this provision and Article 25, Seniority.

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Approved: 
For the FAU Board of Trustees

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For the PBA

Date: 2/8/07

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ARTICLE 15 WORKDAY AND WORKWEEK

15.1 Workweek.

A. The normal workweek for each full-time employee shall be forty (40) hours. The University may establish an alternate work schedule, which shall not exceed eighty (80) hours in a fourteen (14) day work cycle.

B. When required hours worked exceed forty (40) during a workweek, unless otherwise agreed under Section 15.1A, compensation at the rate of time and one-half for overtime worked shall be in the form of cash payment unless the employee and the chief or designee agree that the employee be credited with compensatory leave. For the purposes this article, hours worked shall include actual hours worked and approved vacation days and holidays.

C. ~~An employee will be given fourteen (14) days notice of a permanent change in the employee's regular workweek, work hours or days off, except in an official emergency or to meet unforeseen law enforcement needs.~~ 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 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.

Approved: /s/ L. Glick
For the FAU Board of Trustees

Approved: /s/ L. Fagan
For the PBA

Date: 1/18/07

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F. During each twelve (12) hour workday, employees shall normally have a scheduled 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 up to twelve (12) hours for each work day the employee is scheduled to work a twelve (12) hour shift.

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 Compensatory Leave.

A. An employee may accumulate up to 120 hours of special compensatory leave except that unused special compensatory leave may be paid for by the University at any time.

B. When an employee has accumulated 120 hours of special compensatory leave, the supervisor may require an employee to use any part of the employee's accrued special compensatory leave in increments of eight (8) or twelve (12) hours or 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 in an increment in excess of forty (40) hours, and seven (7) days notice when required to use special compensatory leave in an increment of sixteen (16) or forty (40) hours.

C. An employee reporting for duty to a special event outside their regular work hours shall be guaranteed two (2) hours of pay if an event is canceled or concluded prior to the end of the two 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 two (2) hours. If, after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed

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two (2) hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed two hour period.

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For the FAU Board of Trustees For the PBA

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**ARTICLE 23
WAGES**

23.1 A. In accordance with the wage increase guidelines reflected in the Appropriations Act of the 2005~~6~~ Florida Legislature's General Session, each employee who qualifies ~~based on the standards established by the University for all USPS employees~~ shall receive a ~~3.6%~~ 3% increase on the employee's ~~July 31, 2005~~ September 30, 2006 base rate of pay. Increases will be effective on ~~August 1, 2005~~ October 1, 2006.

B. Qualified employees are employees who were hired no later than ~~May 2, 2005~~ May 1, 2006, and who, during the one year period immediately preceding the increase from 10/1/04 through 7/31/05, have had consistent, sustained satisfactory performance, with no disciplinary actions of written reprimands and/or suspensions; who have not received overall appraisal ratings of "Needs Improvement" or "Below Standards"; and who have not had their probationary period extended for cause of discipline or sub-standard performance. Employees who are in the initial probationary period at the time of the increase will receive the increase at the satisfactory completion of the probationary period. The increase will be retroactive to October 1, 2006.

23.2 The Board of Trustees has committed additional funds to provide eligible bargaining unit employees with a merit salary increase from a pool of funds equal to ~~.75-5%~~ of the ~~July 31, 2005~~ September 30, 2006 salary base of bargaining unit employees. Increases will be effective on ~~August 1, 2005~~ January 1, 2007.

A. Eligible employees are all employees in the bargaining unit who have successfully passed their initial probationary period, and have an overall rating of at least Exceeds on their latest performance appraisal as of ~~July 31, 2005~~ February 28, 2007. Ratings are defined on the USPS-SP Performance Appraisal form. Employees who received an oral reprimand during the preceding six months, or a written reprimand or suspension during the preceding year are not eligible for a merit increase.

B. The available pool of funds will be divided amongst all eligible employees and will be weighted based on an overall performance rating of Exceeds or Outstanding. The weighting will be calculated as follows: Overall Exceeds ratings will receive a point value of one (1) point. Overall Outstanding ratings will receive a point value of one and one half (1.5) points. The total points will be determined by multiplying the number of employees with each rating by the assigned point value. The total dollars available will be divided by the total points, and the dollar value of one point will be determined. See addendum for the specific dollar amounts to be awarded.

23.4 Additives for Special Assignments.

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A. The duties of Field Training Officer are generally performed by a Corporal or Sergeant as part of their supervisory responsibilities. In the event an Officer is utilized to train a new employee as part of the Field Training Program, the Officer will be compensated during the period of assignment at \$15.00 per day.

B. Each employee assigned to Motors (motorcycle patrol) shall be paid an additional five percent (5%) of base pay during such assignment.


23.5 Pay Steps.

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

Officer:	\$34,500 - \$54,500
Corporal:	\$35,000 - \$62,000
Sergeant:	\$40,000 - \$72,000

Approved: 
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Date: 2/8/07

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ARTICLE 25 SENIORITY

25.1 Definition. For the purposes 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.

25.2 Seniority Application. The University agrees that Seniority shall govern the following matters unless Article 13, Section 13.5 of Health and Safety applies:

- A. Layoffs will be in reverse order of seniority.
- B. Shift Selection. For shift assignments that take effect the 1st pay period in January, selections will occur in November and assignments will be posted by the second week of December. For shift assignments that take effect the 1st pay period in July, selections will occur in May and assignments will be posted by the second week of June.
- C. Seniority will be maintained when an Officer, Corporal or Sergeant transfers of is transferred in the same classification to a different University Campus.

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.

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**ARTICLE 30
MANAGEMENT RIGHTS**

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30.1 Management Rights.

A. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the University prior to this Agreement are retained by the University.

B. Nothing in this Agreement shall be construed so as to limit or impair the right of the University to exercise its sole and exclusive discretion on all the following matters, providing such exercise is consistent with the express terms of this Agreement:

1. To manage the FAU police department and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.
2. To determine the purpose and functions of the Department in its constituent divisions, bureaus, units or otherwise separated classifications.
3. To perform those duties and exercise those responsibilities which are assigned and/or required by the University pursuant to applicable federal and state law, regulations, or other appropriate authority.
4. To determine and adopt the policies and programs, standards, rules and regulations determined by the University to be necessary for the operation and/or improvement of the Department, and to select, manage and direct management, administrative, supervisory and other personnel.
5. ~~To alter or vary past practices and otherwise to take such measures as the University may determine to be necessary to maintain order and efficiency relative to both work force and operations/services to be rendered thereby, provided that such exercise is consistent with the express terms of this Agreement.~~
65. To set methods, means of operations and standards of services to be offered by the Department, and to contract such operations/services to the extent deemed practical and feasible by the University in its sole discretion.
76. To determine and re-determine job content, work load and work force size.
87. To decide the number, location, design, and maintenance of the Department's facilities, supplies and equipment. To relocate, remodel, or

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2419. To establish, implement, and maintain an effective internal security practice.

C. The employer has sole authority to determine and re-determine the purpose and mission of the Department.


D. The University has the sole, exclusive right to direct the managerial, supervisory and administrative personnel, and any other person not covered by this Agreement, to perform any task in connection with the operation of the Department, whether or not normally performed by the employees within the bargaining unit.

E. The selection process and assignment of personnel outside of the bargaining unit is the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided in this Agreement.

F. The PBA recognizes that the University and the Department have certain obligations to comply with federal, state, and local laws, ordinances, regulations, directives and guidelines that may be applicable to such matters as affirmative action, equal employment opportunities, etc., and shall cooperate in such compliance. Such matters shall not be subject to the grievance and arbitration procedures provided in this Agreement.

G. The University shall have the right, during the term of this Agreement, to terminate selected services and/or operations permanently. In such event, all obligations hereunder to its affected employees and to the PBA shall forthwith terminate. The University shall also have the right during this Agreement to suspend selected services/operations in whole or in part and during the period of such suspension this Agreement shall also be suspended without liability in respect to either the PBA or the employees involved.

H. Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain in full force and effect unless changed, modified, or deleted by the University. Final authority to change, modify, or delete any rule or regulation rests with the University.

 I. ~~It is expressly understood by and between the parties to this Agreement that the University shall not be deemed to have waived or modified any of the rights reserved to the University under this article by not exercising said rights in a particular matter or in a particular manner.~~

J. Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the University, as provided by law.

KJ. Nothing in this Agreement shall limit the University in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated. The University can exercise only those managerial functions that do not violate or abridge this Agreement.

LK. The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of by him is in violation of the express written terms of this Agreement.

ML. In the exercise of the above-enumerated rights, the University recognizes its obligations to bargain if the law so requires over such rights or decisions that alter, modify, or impact hours, wages, and terms and conditions of employment or are otherwise mandatory subjects of bargaining of bargaining unit employees. Nothing contained in this Section shall prevent the University from implementing the proposed right or decision, but any settlement, agreement, or legislative imposition finally reached as a result of negotiations shall be retroactive to the date of implementation.

N. ~~All other rights to manage the Department and the operations, functions, and purposes thereof, which are not recited in or expressly limited by this Agreement, are reserved exclusively to the University.~~