FLORIDA ATLANTIC UNIVERSITY POLICE DEPARTMENT

Collective Bargaining Agreement

Updated 2/8/17

AGREEMENT

THIS AGREEMENT is between the FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES (hereinafter referred to as "FAU," the "University" or the "Board"), and the PALM BEACH COUNTY 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 FAU and the PBA that the public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, 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 FAU and it employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of FAU; and

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

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, FAU 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 FAU Law Enforcement Bargaining Unit as defined in Certification No.1407 issued by the Florida Public Employees Relations Commission on July 2, 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.

(a) 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 FAU establishes a new law enforcement classification or revises an existing classification so that its bargaining unit designation is changed, FAU shall notify the PBA regarding the proposed bargaining unit designation of the class. The PBA shall notify FAU, 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 FAU determines that the position should be excluded from the unit due to its managerial or confidential status, FAU 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 the Agreement are defined as follows:

2.1 "Board" means the Board of Trustees of Florida Atlantic University.

2.2 "Chief" means the Chief of Police for the Florida Atlantic University or his/her designee.

2.3 "Days" means calendar days, excluding any day observed as a State holiday.

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

2.5 "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.

2.6 "President of the Palm Beach County Police Benevolent Association" includes his/her representative.

2.7. "President" means the President of the Florida Atlantic University or his/her Representative.

2.8 "University" means Florida Atlantic University.

2.9 "Department" means the University Police Department.

ARTICLE 3
EMERGENCY CONDITIONS

If it is determined that an emergency condition exists, including, but not limited to, riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the President or his/her representative(s) during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above would apply only to those employees permanently or temporarily assigned to such areas.

ARTICLE 4
NONDISCRIMINATION

4.1 Non-Discrimination Policy - State and Federal Law

(a) The Board and the PBA shall not discriminate against any employee based upon race, color, sex, religion, national origin, age, veteran status, disability, or marital status, nor shall the Board 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 Saving 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 a 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 5, on issues of discrimination, including sexual harassment.

4.2 Affirmative Action Program. The PBA agrees to support the University's current affirmative action programs.

ARTICLE 5
EMPLOYEE REPRESENTATION AND PBA ACTIVITIES

5.1 Designation and Selection of Representatives.

(a) The PBA shall annually furnish the President, no later than July 1st, a list of Employee Grievance Representatives, PBA Staff Representatives, and other PBA representatives who are designated to assist in processing grievances. FAU 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) A total of three (3) employees may be designated to serve as Employee Grievance Representatives.

5.2 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 the University's policies regarding public access to property and may request access to premises not available to the public under applicable University policy. 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 wished to speak. Such access and investigation shall not impede University operations.

(b) The PBA shall have the right to use University facilities for meeting on the same basis as they are available to other University-related organizations.

5.3 Consultation.

(a) Consultation with the President. The President or his representative shall meet with local PBA representatives to discuss matters pertinent to the implementation or administration of this Agreement. 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.

5.4 Bulletin Boards.

(a) The Department agrees to continue to maintain a bulletin board for the PBA.

(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 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.

5.5 Employee Information.

(a) Upon written request of the PBA, the Department 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) At least twenty (20) days prior to the adoption or amendment of a University Personnel Regulation which will change the terms and conditions of employment for employees in the bargaining unit, the University will provide notice to the PBA by copy of the proposed regulation. The PBA will have ten (10) days after receipt of this notice to respond.

5.6 Negotiations.

(a) Parties and Location, The PBA agrees that all collective bargaining is to be conducted with FAU representatives designated for that purpose by the President. There shall be no negotiations by the PBA at any other level.

(b) Negotiation Committee. Annually, the PBA shall designate in writing prior to the start of collective bargaining, no more than three (3) employees to serve on its Negotiation Committee with negotiation leave and not more than one (1) employee to serve as alternate.

(c) Negotiation Leave.

1. For each round of negotiations, each Committee member shall be granted time off with pay, if negotiations are scheduled during their approved work schedule, to attend negotiating sessions with the University.

2. Committee members attending negotiations shall not be credited with more than the number of hours regularly worked during an employee's regular workday. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

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.

5.7 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) In advance, employees may request unpaid leave or accrued annual or compensatory leave for the purpose of attending PBA conventions, conferences, meetings, and negotiating sessions. Such leave shall not impede the operations of the University or be unreasonably denied.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 Policy.

(a) The University and the PBA encourage the informal resolution of employee grievances. To that end, employees should present concerns before they become grievances for review and discussion as soon as possible to the appropriate supervisor who has authority to address the grievance. Such review and discussion should be held with a view toward reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse via the formal grievance procedure prescribed by this Article. If the grievance is not resolved by such informal discussion, the employee may proceed to file a formal grievance with the provisions of this Article.

(b) "Grievance" means a dispute concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted.

(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 dispute over a provision of this Agreement which confers rights upon PBA.

(d) Suspensions and terminations shall be filed at Step Two. Suspensions and terminations may be appealed to Step Three.

(e) A grievant who decides to use this Grievance Procedure shall, prior to the Step One 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 of the University.

1. When the grievant has elected PBA representation, both the grievant and the PBA Representative shall be notified of the Step One 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 shall be binding on the grievant.

2. If the grievant is not represented by the PBA, the Associate Director or Director of Human Resources 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) 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.

(g) The resolution of a grievance prior to its appeal in writing to Step Three shall not establish a precedent binding the PBA or the University.

(h) Only those acts or omissions and sections of the Agreement identified in the initial grievance filing 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, request for review, and arbitration notice must be submitted in writing on the appropriate form attached to this agreement as Appendices C, D, and E, respectively, and shall be signed by the grievant. One Appendix C, D, and E 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.

6.2 Procedures

(a) Step One. The written grievance shall be filed using Appendix C of this Agreement. All grievances shall be filed with the Department of Human Resources within ten (10) days following the act or omission giving rise to the grievance, or the date on which the grievant knew or reasonably should have known of such act or omission if that date is later. The designated Step One Representative shall be the Chief of Police or designee. The Chief of Police or designee shall arrange an informal meeting, to be held within ten (10) days of the filing date, for the purpose of resolving the grievance. In advance of the Step One meeting, the grievant shall have the right, upon request, to a copy of identifiable documents relevant to the grievance. The Chief of Police or designee shall have ten (10) days from the informal meeting to resolve the dispute to the satisfaction of both parties. The Chief of Police or designee shall notify the grievant in writing of the decision.

(b) Step Two. If the grievance is not satisfactorily resolved at the Step One decision, the grievant may request in writing that the grievance proceed to Step Two. This request must be made within ten (10) days of the date of the Step One decision. The Step Two Representative shall be the Senior Vice President for Financial Affairs, the Associate Provost for Academic Personnel, or designee with equivalent authority. The Step Two Representative shall schedule a conference, to be held within ten (10) days with the grievant and any other persons believed to be necessary to the equitable settlement of the grievance. The Step Two Representative will endeavor to settle the dispute and will notify the grievant of the Step Two decision in writing within ten (10) days of the conference.

All grievances for suspensions and terminations shall be filed at Step Two and shall follow the Step Two procedure as described above however, all grievances shall be filed with the Department of Human Resources within ten (10) days following the act or omission giving rise to the grievance, or the date on which the grievant knew or

reasonably should have known of such act or omission if that date is later. The Step Two Representative will notify the grievant of the Step Two decision in writing within ten (10) days of the conference.

(c) Step Three – Arbitration.

1. If the grievance is not resolved at Step two, the PBA Staff Representative may appeal the Step Two decision to Arbitration on a Notice of Arbitration form as set forth in Appendix E, within ten (10) days after receipt of the decision at Step Two. If the PBA did not represent the grievant at Step One, 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 parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) as arbitrators. FMCS will provide a list of seven (7) arbitrators for each grievance from which the parties will mutually select one (1). If mutual agreement is not reached the parties shall alternately strike from the list until one remains. 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 6.2.C.3.

5. Arbitration hearings shall be held at times agreed to by the parties. The choice of location of arbitration hearings shall alternate between the parties, but must be held within the Boca Raton city limits or the city limits of the grievant's primary work assignment. All location costs shall be paid by the choosing party.

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 no 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 arbitrators 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 provision of applicable law, rules, or regulation having the force and effect of law; or,

    b. Limiting or interfering in any way with the powers, duties, and responsibilities of the University under the Constitution, applicable law, rules and regulations having 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 ten (10) 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 has not been a party.

6.3 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 mutual time limits specified in any Step of this procedure may be extended, in any specific instance, by written agreement.

(d) In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in Article 2, 2.3), the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

6.4 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.

ARTICLE 7
INTERNAL INVESTIGATIONS, JUST CAUSE AND DISCIPLINARY ACTION

7.1 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 the Law Enforcement Officers' Bill of Rights, Part VI of Chapter 112, Florida Statutes. It is recognized, however, that alleged violations of the Law Enforcement Officers' Bill of Rights are subject only to processing as a grievance up to Step 2 of the Grievance Procedure in addition to the remedies provided by statute.

(b) 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.

(c) 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. Any employee placed on administrative leave pending investigation under this Section shall hold himself or herself reasonably available during regular business hours to facilitate the investigation.

7.2 Just Cause - The University and the PBA endorse the principle of progressive discipline, while at the same time recognizing that certain types of actions or offenses are of such a nature as to warrant immediate dismissal. 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.

(a) Disciplinary actions administered to employees who have completed their initial probationary period may be taken only for just cause. An employee who has not completed his/her initial probationary period in the unit position shall not have access to the grievance procedure in Article 6 when disciplined.

(b) Suspensions, Dismissals, Disciplinary Demotions, and Reductions in Base Pay for Disciplinary Reasons. If filed within ten (10) 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 who has completed their initial probationary period in the unit position 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 6 of this Agreement; however, in order to expedite the review of dismissal actions, such grievances may be filed at Step two.

(c) Written Reprimands. Written reprimands shall be subject to the grievance procedure in Article 6, but only through Step 2. Written reprimands shall not be used as a step in the progressive discipline process, provided that the employee has maintained a discipline free work record for at least two (2) consecutive years.

(d) Counseling Letters. Counseling letters shall not constitute formal discipline and shall not be placed in the employee's official personnel file unless related to subsequent discipline. Rather, counseling letters are informal records used to address minor performance and/or discipline issues that do not rise to the level of formal discipline. Counseling letters shall not be considered in salary or promotion decisions. Counseling letters are not subject to the grievance procedure.

(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.

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 intoxilizer 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 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 intoxilizer 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 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.

ARTICLE 9
CHANGE IN ASSIGNMENT

9.1 Policy. This section applies to an employee that has completed the initial probationary period in the current class who meets all University eligibility requirements and applies 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. In the event the most senior applicant is not selected, he/she may request and receive a meeting with the Chief or his designee to discuss the decision.

9.2 Involuntary Change in Assignment.

(a) An employee may be required to reside within a reasonable distance of a work unit. However, it is understood that the University will not impose a residency hardship on the employee by requiring relocation of his/her residence from a permanent home presently owned or cancel a rental lease extending more than three months.

(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, the University shall not change an employee's assignment to a campus other than Boca Raton that is more than 75 miles from his/her owned residence without mutual agreement by the employee. 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 the University from making a change in assignment of any employee during an official emergency or as otherwise required to meet unforeseen law enforcement needs.

9.3 Grievability. An employee complaint concerning administration of this Article may be grieved in accordance with Article 6 of this Agreement but only through Step Two. 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 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 at least once every twelve (12) 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. Officers 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, and who have a minimum of three (3) years of experience as a law enforcement officer (LEO) at this, or any other department shall be eligible for the Sergeant's exam. Officers must complete their initial probationary period before being promoted to Sergeant.

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

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

(d) When management chooses to give a promotion 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.

(e) 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) 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.

(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 10.3A, no less than two (2) years notice shall be provided before such requirement is implemented. This provision applies only to those members employed at the time of the notice.

(d) The University promotional list shall be posted, and shall be effective when posted, but not later than thirty (30) days from the completion of the last exam. Each promotional list shall remain in effect for a period of one (1) year. There may be concurrent promotional lists.

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 six (6) passing numerical scores on the University's promotional list, or if additional criteria (Section 10.3A) is used, the six (6) 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 voluntarily request a demotion during the first six months of the probationary period, shall be placed in an Officer position, unless the employee has received discipline, or a below standard evaluation based on supervisory duties, during the probationary period.

ARTICLE 11
CLASSIFICATION REVIEW

11.1 Review of Assigned Duties. 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 by the Chief or his designee. The employee has the right to PBA representation at the review meeting.

11.2. Out of Classification Pay. An employee who is designated by the appropriate supervisor to temporarily perform a major portion of duties of a vacant or absent position in a higher classification than the employee's current classification shall receive a pay increase 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.

ARTICLE 12
PERSONNEL RECORDS

12.1 Personnel file.

(a) There shall be only one (1) official personnel file for each employee, which shall be maintained in the University's Human Resources office unless a different location is approved by the President.

(b) 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 provided a copy of any material which is placed in the file.

(c) Where the University President or his/her designee, 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 shall be marked accordingly.

12.2 Privacy. The University is governed by the provisions of Chapter 199, 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 Policy. 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 utilize bicycles, 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.

(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 while performing patrol duties is mandatory. The University may require the wearing of the vest at other times under specified conditions or special circumstances. The vest must be accessible at all times while on duty. Employees may use any University provided vest carrier.

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 Page 19 of 42 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 selections, 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 assign shifts (starting with the least senior employee first) in order to comply with this provision and Article 25, Seniority.

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.

(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.

(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.

(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.

(e) An employee who has not demonstrated adequate improvement in performance after sixty (60) 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 and no additional improvement plans or follow-up periods will be required.

14.3 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.

ARTICLE 15
WORKDAY AND WORKWEEK

15.1 Workweek.

A. The regular workweek for each full-time employee shall be between 36 and 48 hours, depending on shift schedule. The University may establish the regular work schedule, which shall not exceed 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. Overtime compensation shall be earned at the rate of time and one-half 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.

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 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.

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 word 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. While on call the employee shall maintain the appropriate physical condition for the performance of law enforcement duties.

16.2 On-Call Payment.

(a) On-call assignment 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 two dollars ($2.00) for each hour such employee is required to be on-call.

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 is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall have the option to either accept the witness fee or be granted a minimum of 2½ hours court appearance guarantee which shall be counted as hours worked.

(b) An employee whose court appearance continues into the employee's shift shall be entitled to pay for time worked only. The court appearance guarantee shall be inapplicable.

(c) Schedule. An employee whose court appearance starts 1½ hours or less

prior to the employee's shift may be required to report for duty immediately after the court appearance and the 2½ hour court appearance guarantee shall be inapplicable.

If an employee's court appearance starts more than 1½ hours prior to the employee's shift and ends prior to the employee's shift, the 2½ hour court appearance guarantee shall be applicable whether or not the employee is asked to report to work immediately after the court appearance.

If a court appearance occurs more than 1½ hours after the end of an employee's shift, the employee shall be entitled to the 2½ hour court appearance guarantee whether or not the employee is held over until the appearance begins.

If a court appearance occurs 1½ hours less after the end of an employee shift, the employee may be held over for the court appearance. In this event, the employee shall be paid for hours worked only and the 2½ hour court appearance guarantee shall be inapplicable.
An employee required to make two court appearances in a day may be held over on duty from the first to the second court appearance. In this event the 2½ hour court appearance guarantee is applicable only to the first court appearance.

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 the special compensatory leave.

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 the employee educational scholarship program. [See Article 8.8.]

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 Palm Beach County 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 owing 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 Board 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 Palm Beach County 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 authorize deductions shall continue until either:

(1) revoked by the employee by providing the University and with thirty (30) days written notice that the employee is terminating the prior checkoff 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, 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, 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 EMPLOYMENT

20.1 Outside Employment - General.

(a) On the effective date of this Agreement, any employee who is performing employment outside of the University shall notify the Chief or his designee 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 or his designee of such outside employment prior to the date of employment and annually thereafter and verify that such employment does not conflict with the employee's University employment or with applicable laws or rules. 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 more than annually regarding the outside employment that has not changed for activities, which had previously been approved.

20.2 Outside Employment - Police Employment. Outside law enforcement employment is prohibited unless approved in advance by the Chief of Police or designee. Extra duty law enforcement by members of the Department shall be limited to overtime details organized through and sanctioned by the Department.

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 one-thousand one hundred dollars ($1,100.00) annually.

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.

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 $18.00 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.

B. Each employee regularly assigned to specialized units including, but not limited to, motorcycle patrol; bicycle patrol; and K-9 shall be paid an additional five percent (5.0%) of base pay during such assignment. 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 motorcycle patrol assignments.

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 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.

23.5 2017-2018 Across the Board Increase

A. The starting salary for newly hired officers will be $41,000 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 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.

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.

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.

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.

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 from which they retired, subject to University rules 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.

(c) Under normal retirement, including disability retirement, an employee with 6 or more years of service at FAUPD shall be presented one (1) complete uniform including the 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 certificate certifying the promotion;

(b) Awards for bravery and outstanding service;

(d) Service awards through the use of framed certificates, patches, or pins recognizing years of service with the State, specifically recognizing fifteen (15), twenty (20), and twenty-five (25) years of service; and

(e) Upon normal retirement, an identification card and badge reflecting a one "military grade" honorary promotion.

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 within the defined layoff unit. A

layoff unit may comprise campus(as) and/or budget area(s).

(b) Shift Selection. Shift assignments take effect the 1st pay period in January. Selections will occur in October and assignments will be posted by the second week of November.

(c) Seniority will be maintained when an Officer, Corporal or Sergeant transfers or 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.

ARTICLE 26
SHIFT DIFFERENTIAL PAY

26.1 A criteria for payment of premium shift differential for members who work shifts other than the regular day shift will be set to meet the needs of the University.

26.2 Employees will be paid a shift differential salary additive for the entire shift when regularly assigned to work an evening or a night shift as follows:
Evening: A differential of three (3%) will be paid for shifts where the majority of hours fall between 6:00 p.m. and midnight.

Night: A differential of six percent (6%) will be paid for shifts where the majority of hours fall between midnight and 6:00 a.m.

26.3 The shift differential additive is included in the calculation of the employee's regular rate of pay for purposes of computing overtime pay

26.4 Only employees who select and are assigned to a shift according to the seniority based shift selection process that falls within the times described in section 26.2 above will be eligible to receive a shift differential additive.

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, prescription eyewear, or such other items of personal property as have been given prior written approval by the Chief or designee 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 - one hundred dollars ($100);

2. Prescription eye wear - two hundred fifty dollars ($250) (including any required examination);

3. Cellular phone - two hundred fifty dollars ($250); and

4. Other Items - The Chief shall have final authority to determine the reimbursement value of any items other than watches, cell phones or prescription eye wear.

B. Such reimbursement shall be with the approval of the Chief or designee. Approval shall not be unreasonably withheld. The combined maximum total allowable reimbursement for any single incident is seven hundred dollars ($700).

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 The University may not amend its current personnel rules, policies and procedures applicable to the members of the bargaining unit if such a change would conflict with a term of this Agreement. In the event a change of personnel rules, policies or procedures does not conflict with a provision of this Agreement, but constitutes an otherwise change in terms or conditions of employment, the PBA may request and obtain impact bargaining.

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 personnel rules, policies, procedures of the University, or other appropriate administrative or judicial remedy.

ARTICLE 30
MANAGEMENT RIGHTS

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 control and 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 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 discretion.

6. To determine and re-determine job content, work load and work force size.

7. To decide the number, location, design, and maintenance of the

Department's facilities, supplies and equipment. To relocate, remodel, or otherwise revise operations and facilities as may be deemed necessary to the University.

8. To determine qualifications of all employees in the Department. To select, examine, hire, classify, train, layoff, assign, schedule, retain, transfer, promote, direct and manage all employees of the Department consistent with the existing provisions of law and this Agreement.

9. To select supervisory and managerial personnel from the working forces strictly on the basis of management's determination of individual ability, based on examination, performance evaluation, special skills, classifications, and other related elements at the discretion of the University consistent with this Agreement.

10. To discharge, demote, fine, or suspend any employee of the Department, and to take other disciplinary action against such employees, or to relieve such employees from duty for just cause.

11. To increase, reduce, change, modify or alter the size and composition of the workforce.
12. To establish, change or modify the number, types and grades of positions, employees assigned to a division, bureau, unit or project of the Department.

13. To determine the extent of the Department's operations. To determine when any part of such operation shall function or be halted and to determine when, where and to what extent operations/services shall be increased or decreased, contracted inter-governmentally, subcontracted, continued or discontinued.

14. To establish, change or modify employee duties, tasks, responsibilities or requirements.

15. To make, issue, publish, modify and enforce policies, procedures, rules and regulations as the University may reasonably deem appropriate. The University will act in accordance with this Agreement on such matters.

16. To determine the organization of the Department.

17. To determine the purpose and/or need of any subdivision of the Department.

18. To set standards for services to be offered to the public.
19. To determine the number of employees to be employed in the Department.

20. 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.

(k) 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.

(l) 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/her is in violation of the express written terms of this Agreement.

(m)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 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.

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 Board 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 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 Term. This Agreement shall be effective upon ratification, and shall remain in full force and effect 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.

IN WITNESS THEREOF, the parties have set their signature:

FOR THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES:

3/28/17

Chair Date

Witness 3/28/17

FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION:

3/15/17

President Date

Witness

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. 1407:

All law enforcement officers of Florida Atlantic University Police Department 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
PBA DUES DEDUCTION AUTHORIZATION

I, _____ an employee of the
(Full Name – Print) (Social Security Number)

Florida Atlantic University _____
(Division or 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 is received by the University and to continue said deduction until: 1) revoked by me at any time upon thirty (30) days written notice to the 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 Unit (Check One Only)
A B C D E

Payroll Deduction Code 0678

__ __ __ __ __

MY SIGNATURE HERON IS AUTHORIZATION FOR THE FLORIDA ATLANTIC 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; OR
_____ PERSONAL DELIVERY. Personal Delivery requires signature of recipient.

Received by _____ DATE_____

Faxed Documents do not constitute an appropriate format for filing grievances.

APPENDIX C GRIEVANCE

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.

(See page 2 for additional requirements)

I. STATEMENT OF GRIEVANCE – must cite the specific Articles and Selections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations:

II. REMEDY SOUGHT:

III.AUTHORIZATION

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

_____PBA _____
_____Myself _____
_____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 One decision shall be transmitted to grievant's Employee Grievance Representative by personal delivery and with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to grievant and the 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; OR
_____ PERSONAL DELIVERY. Personal Delivery requires signature of recipient.

Received by _____ DATE_____

Faxed Documents do not constitute an appropriate format for filing grievances.

APPENDIX D
REQUEST FOR REVIEW OF STEP 1 DECISION

GRIEVANT NAME: _____

DEPT/DIV: _____

OFFICE PHONE: _____

PBA STAFF REPRESENTATIVE

NAME: _____

OFFICE PHONE: _____

OFFICE ADDRESS: _____

All University communications should go to the PBA Staff Representative at the above address.

DATE OF STEP 1 DECISION: _____
DATE STEP ONE DECISION WAS RECEIVED BY GRIEVANT'S EMPLOYEE GRIEVANCE REPRESENTATIVE:_____

Provisions of Agreement allegedly violated as specified at Step 1:

(See page 2 for additional requirement.)
I hereby request that the President or representative review the decision issued at Step 1 for the following reason(s):

REMEDY SOUGHT:

_____
Signature of Grievant(s) Date

(This request for review will not be processed unless signed by the grievant)

I am represented in the grievance by (check one – representative should sign on appropriate line):

_____PBA _____
_____Myself _____
_____Other _____

A copy of the following documents must be attached to this Request at the time of its filing with the President or representative:

1. Appendix C- Original grievance form filed with the University
2. Step 1 Decision, if issued by the University
3. All attachments to Step 1 Decision.

This request should be sent to:

Florida Atlantic University
Department of Human Resources
777 Glades Road
Boca Raton, FL 33431

The Step Two decision shall be transmitted to grievant's PBA Staff Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to grievant, the University Representative, and to the President of the Palm Beach Police Benevolent Association if grievant elected not to be represented by the PBA.

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

Received by _____
DATE_____

Faxed Documents do not constitute an appropriate format for filing grievances.

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 President dated _____ and received by the PBA Staff Representative on in this grievance of:

NAME: _____

FAU FILE NO: _____

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

_____
Signature of Grievant(s) Date

I hereby authorize the PBA to proceed to arbitration with my grievance. I also authorize the PBA and the University and its representatives to use, during the arbitration proceedings, copies of any materials in y 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 Atlantic University
Department of Human Resources 777
Glades Road
Boca Raton, FL 33431