Collective Bargaining Agreement

between

NEW COLLEGE OF FLORIDA

and

Florida Police Benevolent Association, Inc.

New College of Florida
Law Enforcement Bargaining Unit

2007 - 2010

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AGREEMENT

THIS AGREEMENT is between the NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES (hereinafter referred to as the College), and the FLORIDA 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 the College 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 public employers and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the public employer; and

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

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 5;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the College and the PBA do agree as follows:

ARTICLE 1
RECOGNITION

1.1 Inclusions.

A. The College 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 Law Enforcement Bargaining Unit as defined in Certification No. 1413 issued by the Florida Public Employees Relations Commission on August 5, 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. 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 the College establishes a new University Support Personnel System (hereinafter referred to as USPS) law enforcement classification or revises an existing classification so that its bargaining unit designation is changed, the College shall notify the PBA regarding the proposed bargaining unit designation of the class. The PBA shall notify the College, 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 the College determines that the position should be excluded from the unit due to its managerial or confidential status, the College shall notify the PBA of such determination. The PBA shall notify the College, 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 this Agreement are defined as follows:

2.1 "Chief Administrative Officer" means the President of the College or his/her representative.

2.2 "Days" means calendar days, excluding any day observed as a College holiday.

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

2.4 "Employee Grievance Representative" means an employee who has been designated by the PBA to investigate grievances and to represent grievant at Step 1 when the PBA has been selected as the employee's representative.

2.5 “Regular Status” is earned by an employee in a class, after successfully completing the specified probationary period for that class, which provides the employee with rights to remain in the class or to appeal adverse action taken against the employee while serving in the class. Once attained in any USPS class, regular status is retained throughout continuous employment in the USPS.

2.6 "President of the Florida Police Benevolent Association" includes his/her representatives.

2.7 “College” means New College of Florida.

ARTICLE 3
NONDISCRIMINATION

3.1 Non-Discrimination Policy - State and Federal Law.

A. The College and the PBA are committed to the principles of equal educational and employment opportunities for, and non-discrimination towards applicants and employees in accordance with the College's Regulation regarding equal education and opportunity. Neither the College nor the PBA shall abridge any employee rights related to union activity granted under Chapter 447, Florida Statutes.

B. Sexual harassment is a form of sex discrimination. The College and PBA will comply with the terms and conditions of the College's Regulation regarding sexual harassment.

C. The PBA shall have the right to consult, as described in Article 4, on issues of discrimination, including sexual harassment.

3.2 Affirmative Action Program.

The PBA agrees to support the College's current affirmative action programs.

ARTICLE 4
EMPLOYEE REPRESENTATION AND PBA ACTIVITIES

4.1 Designation and Selection of Representatives.

A. The President of the PBA shall furnish to the College, no later than July 1, a list of Employee Grievance Representatives, PBA Staff Representatives, and other PBA representatives who are designated to assist in processing grievances. This list shall include the name, work address and work telephone number of each Employee Grievance Representative, PBA Staff Representative and other PBA grievance representatives. The College 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 two (2) employees may be designated to serve as Employee Grievance Representatives.

4.2 Representative Access.

A. Employee Grievance Representatives, PBA Staff Representatives, and other PBA grievance representatives shall have access to the premises of the College in accordance with policies regarding public access to State property and may request access to premises not available to the public under College policies. 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 wishes to speak. Such access and investigation shall not impede College operations.

B. The PBA shall have the right to use College facilities for meetings on the same basis as they are available to other College-related organizations.

4.3 Consultation.

A. Consultation with the President. The President or his/her representatives shall meet with up to two (2) PBA representatives, or such other number as the parties agree, to discuss matters pertinent to the implementation or administration of this Agreement, College actions affecting terms and conditions of employment unique to the College, or any other mutually agreeable matters. 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 College 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.

4.4 Bulletin Boards.

A. Where College Police Department (hereinafter "Department") controlled bulletin boards are available, the Department agrees to provide space on such bulletin boards for PBA use. Where bulletin boards are not available, the Department agrees to provide wall space for PBA purchased bulletin boards. The PBA shall also have the right to maintain or use at least one bulletin board per building where a substantial number of employees report for duty.

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 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.

4.5 Agendas, Rules and Employee Information Provided.

A. Upon written request of the PBA, the College 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. The College shall make available on its website at www.ncf.edu a copy of its personnel regulations and procedures.

C. At least twenty one (21) days prior to the adoption or amendment of any College personnel regulation which will change the terms and conditions of employment for employees, the College will provide notice to the PBA of its intended action, including a copy of the proposed regulation, a brief explanation of the purpose and effect of the proposed regulation, and the name of a person at the College to whom the PBA may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation under the provisions of law.) The PBA may provide written comments, concerns, or suggested revisions to the College contact person within ten (10) days of receipt of the notice. The PBA's suggestions will be considered by the College's Board of Trustees at a scheduled public hearing. The PBA may also use the consultation process described in Section 4.3 to

discuss the proposed revisions to a College personnel regulation; however, the PBA must request such consultation within ten (10) days of receipt of notice of the proposed regulation revision. Nothing in this Section precludes or limits, or is intended to preclude or limit, the PBA from exercising rights related to regulation development as adopted by the Florida Board of Governors.

4.6 Negotiations.

A. Parties and Location.

1. The PBA agrees that all collective bargaining is to be conducted with College representatives designated for that purpose by the President. There shall be no negotiations by the PBA at any other level.

2. Negotiations shall be held in Sarasota, Florida.

B. Negotiation Committee. The PBA may designate in writing up to two (2) employees to serve on its Negotiation Committee and not more than one (1) employee to serve as an alternate for Committee members who are unable to attend a negotiating session.

C. Negotiation Leave.

1. For each round of negotiations, each Committee member shall be granted time off with pay to attend negotiating sessions with the College.

2. No Committee member shall be credited with more than the number of hours in the employee's regular workday for any day the employee is attending negotiations. 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.

4.7 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 College or be unreasonably denied.

B. Employees may request unpaid leave or accrued annual or compensatory leave for the purpose of attending PBA conventions, conferences, meetings, and negotiating sessions and such requests shall not be unreasonably denied. When such requests are denied, the supervisor shall provide such denial in writing.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 Policy.

A. The College and the PBA encourage the informal resolution of employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible to the College representative who has authority to address the complaint. Such review and discussion should be held with a view to reaching an understanding which will resolve the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article. If the complaint is not resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provisions of this Article.

B. "Grievance" means a dispute filed with the College's Management Representative (Step 1) using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted. All grievances must be filed within thirty (30) days of the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have known of such act or omission if that date is later.

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

D. "Management Representative" means an individual designated to hear grievances on behalf of the College.

E. A grievant who decides to use this Grievance Procedure shall, prior to the Step 1 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 in the College.

1. When the grievant has elected PBA representation, both the grievant and the PBA Representative shall be notified of the Step 1 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 agreed to by the Chief Administrative Officer and the PBA shall be binding on the grievant.

2. If the grievant is not represented by the PBA, the Management Representative 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. Except for suspensions, 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 College to take the action it proposes, subject to the final disposition of the grievance. Suspensions shall not be imposed until the final disposition of the grievance, if any, except where such suspension is made pending the outcome of a criminal investigation.

G. The resolution of a grievance prior to its appeal in writing to Step 2 shall not establish a precedent binding on the PBA or the College.

H. Only those acts or omissions and sections of the Agreement identified at Step 1 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 form attached to this Agreement as Appendix C, and shall be signed by the grievant. One Appendix C may be filed in a grievance with more than one grievant, provided that the 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.

5.2 Procedures

A. Step 1

1. The Management Representative shall schedule a meeting between the grievant, the grievant's Employee Grievance Representative, grievant's supervisor, or other appropriate individuals no sooner than seven (7) days and no later than fifteen (15) days following receipt of the grievance if no postponement is requested, or receipt of written notice that the grievant wishes to proceed with the Step 1 meeting if a postponement was previously requested. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Management Representative will proceed with processing the grievance and issuing a written decision, stating the reasons thereof to grievant's Employee Grievance Representative within thirty (30) days following the conclusion of the meeting, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision shall be sent to the grievant and to the PBA if grievant elected not to be represented by the PBA. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

2. Where practicable, the Management Representative shall make available to the grievant or grievant's Employee Grievance Representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

3. In the absence of an agreement to extend the period for issuing the

Step 1 decision, the grievant may proceed to Step 2 if the grievant's Employee Grievance Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting.

4. If the grievance is not satisfactorily resolved at Step 1, the grievant and the College may agree to participate in a mediation conference prior to proceeding to Step 2. The mediation conference must be concluded within thirty (30) days. The cost of the mediation shall be evenly split by the parties.

B. Step 2 -- Arbitration.

1. If the grievance is not resolved at Step 1, or at mediation, the PBA Staff Representative may appeal the Step 1 decision to Arbitration within fourteen (14) days after receipt of the decision at Step 1. If the PBA did not represent the grievant at Step 1, the grievant may appeal the grievance to Arbitration.

2. The College and the PBA may, by written agreement, submit related grievances for hearing before the same arbitrator.

3. The arbitrator shall be one person from a panel of five (5) permanent arbitrators, mutually selected by the College and the PBA to serve for any case or cases submitted. If agreement is not reached on one or more of the five (5) arbitrators within sixty (60) days following the signing or effective date of this Agreement, whichever is later, either party may request the Florida Public Employees Relations Commission to provide a list of fifteen (15) arbitrators. The College and the PBA shall select the arbitrator(s) by alternately striking from the list until the required number of names remain. 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 5.2.B.3.

5. Arbitration hearings shall be held at times and locations agreed to by the parties. Under normal circumstances, hearings will be held in Sarasota; however, selection of the site shall take into account the availability of evidence, location of witnesses, and existence of appropriate facilities. If agreement cannot be reached, the arbitration shall be held in

Sarasota.

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 College, 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 not 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 arbitrator's opinion and conclusions on the issue(s) submitted and it shall be final and binding on both parties to this Agreement.

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 provisions of applicable law, rules, or regulations having the force and effect of law; or

b. Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution, applicable law, rules, and regulations having the 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 fourteen (14) 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 was not a party.

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

D. Claims of either an untimely filing or untimely appeal shall be made at the Step in question.

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

5.4 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 2000 et seq.

ARTICLE 6
INTERNAL INVESTIGATIONS, JUST CAUSE AND DISCIPLINARY ACTION

6.1 Policy. The College and the PBA endorse the principle of progressive discipline. 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.

6.2 Internal Investigations.

A. The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the College 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 College 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 part VI of Chapter 112, Florida Statutes.

B. When a complaint of misconduct is made against an employee, the College will make every effort to ensure that the complaint, if verbal, and any statements regarding the complaint are reduced to writing, signed, and under oath. If the complaint is criminal in nature, the complaint and any statement received should also be under oath.

C. For the purpose of this section, “Interrogation” refers to a disciplinary investigation meeting in response to a complaint in which the information to be obtained from an employee by management at that meeting will be the basis for a decision as to whether to suspend or dismiss the employee. It does not include counseling sessions, meetings at which the employee is solely being advised of intended disciplinary action and offered an opportunity to explain why he/she should not be disciplined, or inquiries which may result in oral or written reprimands. If during the inquiry, it is concluded that more serious discipline is

warranted, the inquiry will cease and the matter will proceed in accordance with internal investigation procedures. The employee has the right, upon request, to PBA representation at any such interrogation meeting where suspension, dismissal, disciplinary demotion, or reduction in base pay for disciplinary reasons is contemplated.

D. When an employee is provided a written set of questions to which to respond or is interrogated concerning a complaint, the employee will be informed prior to such written questions being provided or prior to interrogation of the nature of the investigation and whether the employee is the subject of the investigation or a witness in an investigation. Where requested, an employee shall be given up to twenty-four (24) hours to respond to such written questions or to contact, consult with, or secure the attendance of a representative at the interrogation. If the employee is the subject of the investigation, the employee will also be informed of each complaint against him/her and will be permitted to review all written statements made by the complainant and witnesses immediately prior to the beginning of the investigative written questioning or interrogation. Pursuant to Section 112.533, Florida Statutes, the employee who is the subject of the investigation shall not disclose the contents to anyone other than his/her representative or attorney until the investigation is complete.

E. Written questioning and interrogations shall be conducted in a professional, non-coercive manner.

F. The employee shall, upon request, receive a copy of his/her written or recorded statement at no cost. No recording or transcription of the investigative interrogation will be made without the knowledge of all participants present at the interrogation.

G. Upon the conclusion of the investigation by the Department, the employee who is the subject of an internal investigation shall be notified in writing of the disposition of the case. Such investigation shall ordinarily be completed within forty-five (45) days after the complaint is filed, unless circumstances necessitate a longer period. An investigation shall not exceed one hundred and twenty (120) days without the approval of the Chief Administrative Officer (CAO). The employee shall be notified in writing if an extension is authorized by the CAO.

H. In cases where the College 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.

I. 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.

J. Only sustained findings may be inserted in personnel records or referred to in performance evaluations.

6.3 Just Cause.

A. Disciplinary actions administered to regular status employees may be taken only for just cause. An employee who has not attained regular status shall not have access to the grievance procedure in Article 5 when disciplined.

B. Suspensions, Dismissals, Disciplinary Demotions, and Reductions in Base Pay for Disciplinary Reasons. If filed within thirty (30) days from the date of receipt of notice from the College, by personal delivery or by certified mail, return receipt requested, a complaint by an employee with regular status 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 5 of this Agreement.; however, in order to expedite the review of dismissal actions, such grievances may be filed at Step 2.

C. Written Reprimands.

1. Written reprimands shall be subject to the grievance procedure in Article 5, but only through Step 1.

2. Written reprimands shall not be used as progressive discipline in later disciplinary actions provided the employee has maintained a discipline-free work record for at least two (2) consecutive years. Such written reprimands shall be marked “invalid for future disciplinary actions due to a 2 year discipline-free work period” at any time after that two (2) year period, upon written request of the employee.

D. Oral Reprimands.

1. Oral reprimands shall be subject to the grievance procedure in Article 5 but only through Step 1.

2. Oral reprimands shall not be used as progressive discipline in later disciplinary actions provided the employee has maintained a discipline-free work record for at least one (1) year. Such oral reprimands shall be marked “invalid for future disciplinary actions due to a 1 year discipline-free work period” anytime after the one (1) year period, upon written request of the employee.

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 7
LAYOFFS AND RECALL

7.1 Layoffs. When employees are to be laid off, the College shall implement such layoff in accordance with the procedures contained in College regulations.

7.2 Recall. When a vacancy occurs or a new position is established, laid off employees shall be recalled in accordance with the procedures contained in College regulations. Employees who are re-employed after layoff in a position in the class from which they were laid off and in which they had attained regular status shall be re-employed with regular status.

ARTICLE 8
CHANGE IN ASSIGNMENT

8.1 An employee with regular status in the current class who meets all College eligibility requirements may apply 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 College according to College procedures. Prior to filling a vacancy, except by demotion, the College shall consider the needs of the Department and applicable change in assignment requests. The hiring authority shall normally fill a bona fide vacancy with the employee who has the greatest length of service in the class and who has submitted a change in assignment request. If, however, the employee with the greatest length of service in the class is not selected for the vacant position, all employees who have greater length of service than the individual selected shall be notified in writing of the College's decision, with a copy to the PBA. Except when agreed otherwise by the PBA and the College, the notification shall contain the reason(s) the less senior applicant was selected.

8.2 Involuntary Change in Assignment.

A. An employee may be required to reside within a reasonable distance of a work unit.

B. Nothing contained in this Agreement shall be construed to prevent the College, at its discretion, from effecting a change in assignment of any employee according to the needs of the College. However, it is understood that the College will make an effort not to effect any change in assignment which will impose a residency hardship on the employee (in that the employee must relocate his/her residence from a permanent home presently owned or cancel a rental lease extending more than three months). An employee shall, if practicable, be given a minimum of fourteen (14) days notice prior to the College effecting such change in assignment. The College shall not alter the remainder of the employee’s schedule in order to avoid overtime hours.

C. Nothing contained in this Agreement shall be construed to prevent the College from making a change in assignment of any employee during an official emergency or as otherwise required to meet unforeseen law enforcement needs.

8.3 Grievability. An employee complaint concerning administration of this Article may be grieved in accordance with Article 5 of this Agreement but only through Step 1. 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 College against the hardship on the employee.

ARTICLE 9
PROMOTIONS

9.1 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 College 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.

9.2 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.

B. Only those employees who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, and who have attained regular status in their current or a previous certified law enforcement class, or anticipate attaining such regular status no later than January 1 prior to the May exam, shall be eligible for the promotional exam.

C. An employee must submit a request to take the promotional exam to the College human resource office no later than the first business day after January 1 of each calendar year. Such request shall indicate the class(es) to which the employee would like to be promoted.

D. The employee's eligibility for the class shall be made from information in the employee's personnel file.

E. Employees will be notified in writing of their eligibility or ineligibility for the class(es) to which he/she applied for promotion.

F. The College shall require the Exam Administrator to notify the College personnel/human resource office and the Director of Safety and Security no later than January 15 of each calendar year, regarding: the date(s) of the exam; the city(ies) where the exam will be administered; the major categories to be covered by the exam; the bibliography of courses from which exam questions have been taken (e.g., name of textbooks, departmental policies, general orders, special orders, etc); and the passing score that must be attained.

G. No later than February 1st of each calendar year, the College shall furnish to those eligible employees whose exam requests are on file in that College, a copy of the "NOTICE OF PROMOTIONAL EXAM" issued by the Exam Administrator. Only those employees whose names are furnished to the Exam

Administrator will be eligible to take the promotional exam.

H. The College shall require the Exam Administrator to notify each employee who takes a promotional exam of the exam results. The exam results shall also be provided to the Director of Safety and Security.

I. When extraordinary circumstances make it necessary to give a promotional test at a time other than that originally established, employees shall be given adequate notice to prepare for such special exam.

9.3 Promotional Lists.

A. If the College elects not to rank those employees who achieved a passing score solely on the basis of the written exam score, the College 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 College may, at its discretion, use oral interviews, employee performance evaluations, and/or other criteria in establishing the College's final promotional list. If the College intends to use criteria other than the written exam, such criteria shall be included in the Notice of Promotional Exam referenced in Section 9.2G.

B. If the College 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 9.3A, no less than two years notice shall be provided before such requirement is implemented. This provision applies only to those members employed at the time of the notice.

D. The College promotional list shall be effective July 1st of each calendar year. Names shall be retained on the promotional list for a period of one year. Time extensions of said list may be made only by the mutual consent of the College and PBA. When a list is established as a result of a special test being given pursuant to paragraph 9.2.I it shall remain in force through June 30 of the following calendar year.

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

9.4 Method of Filling Vacancies.

A. Except where a vacancy is filled by demoting a law enforcement employee or by reassignment as defined in Article 8 of this Agreement, the only employees who may be considered for a vacancy shall be those having the highest five (5) numerical scores on the College's promotional list. However, the College shall have the discretion to fill a vacancy from only the highest five (5) numerical scores of current College employees contained on the College's promotional list.

B. Employees who do not receive a promotion for which they applied will retain their position on the promotional list. 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.

ARTICLE 10
CLASSIFICATION REVIEW

10.1 Review of Assigned Duties.

A. Except in case of an emergency, employees shall not be required to perform work not included in the employee's position description.

B. 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 in accordance with Article 5.1 A. of this Agreement. The employee has the right to PBA representation at the review meeting.

10.2 Acting Ranks. An employee who is designated by the appropriate supervisor to temporarily perform a major portion of duties of a 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 College procedures, provided such duties are performed for a period of more than twenty-two (22) workdays within any six (6) consecutive months.

ARTICLE 11
PERSONNEL RECORDS

11.1 Personnel File.

A. There shall be only one official personnel file for each employee, which shall be maintained in the central human resources office of the College unless a different location is approved by the Chief Administrative Officer. Duplicate personnel files may be established and maintained within the College. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file except as provided in Section 11.1B.

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 sent a copy of any derogatory material which is placed in the file.

C. Where the Chief Administrative Officer, 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 will be removed from the personnel file.

11.2 Privacy. The College is governed by the provisions of Chapter 119, 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 12
HEALTH AND SAFETY

12.1 The College shall make every reasonable effort to provide employees a safe and healthy working environment. The College and the PBA agree to work cooperatively toward reducing job-related injuries and Workers' Compensation costs by encouraging improved safety measures.

12.2 Safety Committee. The PBA will name one employee to serve on a College-wide Safety Committee.

12.3 Employee Health and Safety.

A. When the College requires an employee to use or wear health or safety equipment, such equipment will be provided by the College.

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 College shall investigate the report and respond to the employee.

12.4 Vehicles and Equipment.

A. Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the College. Marked patrol vehicles shall be equipped with cages and as such vehicles are replaced, the newly purchased vehicles shall include the standard police package. The College shall use high visibility lights on College vehicles as dictated by College needs. When employees are required to drive scooters, golf carts, all-terrain vehicles, or other similar vehicles, such vehicles shall be operated in accordance with their stated warranty and the officer shall be properly trained in the operation of such vehicle.

B. Where the College has determined that an employee should be provided with a police baton, mace or OC spray, electric restraining device, or other such weapon as the College deems appropriate, such employee shall be properly trained by a certified instructor in its use.

C. The College shall provide its employees with custom-fitted bullet resistant vests. Vests shall be replaced as per the stated warranty. The wearing of these vests is at the discretion of the employee; however, employees are strongly encouraged to wear the vest at all times when on duty, and the College reserves the right to require the wearing of the vest under specified conditions or special circumstances.

12.5 Firearms.

A. The College shall provide its employees with a semi-automatic firearm. The type of semi-automatic firearm shall be at the College's discretion. The College will attempt to provide a semi-automatic firearm which is suitable to the employee's stature and hand size.

B. In order to promote safety in the use of firearms by employees, the College guarantees that each employee is allowed to fire his/her firearm in an approved course at least two (2) times per year, , at no cost to the employee. Such training shall be for the purpose of qualifying in the use of firearms.

C. The College shall issue new factory ammunition for on-duty use at intervals not to exceed twelve months from the previous date of issue.

12.6 Event Staffing. The College and the PBA agree that certain special events on campus may require outside security personnel in addition to members of New College Police Department. In particular, Palm Court Parties, which are held on campus at least three (3) times per year, pose a particular challenge in providing safety and security for the venue. The College and the PBA agree that additional outside security shall be hired to staff these events. The parties further agree that they will meet, within in a reasonable time period after an event, to address issues, if any, that pertain to the quality and/or effectiveness of outside security personnel. The parties also agree that if it is believed that events other than the Palm Court Parties warrant hiring outside security personnel, they will, upon the request of either party, meet and confer about the specific security needs. Final decisions on all matters pertaining to this section shall be determined by the College.

ARTICLE 13
PERFORMANCE EVALUATIONS

13.1 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 evaluation may be reviewed but shall not be changed by a higher level administrator. 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. Numerical arrest, citation, or violation quotas will not be used as the principal basis for determining the overall level of rating for any employee~~s~~ and each employee will be evaluated without comparison to other employees.

C The College will make a good faith effort to provide employees and supervisors with training in performance evaluation procedures.

D. Where an employee who has attained regular status in the class does not meet performance standards, the College shall develop a performance plan intended to correct performance deficiencies.

E. Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation which rates the employee as not meeting performance standards. If that meeting does not resolve the employee's concerns, the employee shall be granted, upon written request, a performance evaluation review conference with the Management Representative. These reviews shall ensure that the performance evaluation was not done in an arbitrary or capricious manner.

F. The employee may be removed from his/her class no sooner than sixty (60) days after receipt of the improvement plan if adequate improvement in performance is not made.

13.2 Grievability. With respect to this Article, a grievance may be filed only by an employee with regular status in his/her current class who is demoted or dismissed for an evaluation of not meeting performance standards pursuant to the provisions of Section 6.

ARTICLE 14
WORKDAY AND WORKWEEK

14.1 Workweek

A. The normal workweek for each full-time employee shall be forty (40) hours. The College may establish an alternate work schedule which shall not exceed eighty (80) hours in a fourteen (14) day work cycle. Prior to implementing such an alternate work schedule, the College shall provide the PBA with the proposed alternate work schedule and a list of those employees affected. The PBA may consult with the College over the proposed alternate work schedule; however, should agreement not be reached in consultation, the College will enter into negotiations at the request of the College or the PBA. An alternate work schedule shall not be implemented by the College until negotiations with the PBA are complete.

B. When required hours of work exceed forty (40) during a workweek, unless otherwise agreed under Section 14.1.A, compensation for overtime worked shall be in the form of cash payment unless the employee and the supervisor agree that the employee be credited with compensatory leave.

C. An employee will be given fourteen (14) days notice of a change in the employee's workweek, work hours or days off, except in an official emergency or to meet unforeseen law enforcement needs. The College shall not alter the remainder of the employee's schedule in order to avoid overtime hours.

D. In the event that an officer is directed to adjust his or her normal work schedule to staff a special educational or festive event with less than fourteen (14) days notice, the officer shall be compensated with a cash payment equal to 1.5 times their regular rate of pay for the first time they actually work the event. Such compensation shall be provided without regard to the total number of hours worked, or any leave taken, within that pay period.

E. 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 beginning of the new shift assignment, except when an emergency situation or staffing limitation does not permit.

14.2 Workday. The College 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.

14.3 Special Compensatory Leave.

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

B. When an employee has accumulated in excess of 120 hours of special compensatory leave, the supervisor may require an employee to use any part of the employee's accrued special compensatory leave in increments of eight (8) hours or in increments equivalent to the number of hours of work in an employee's regularly scheduled workday.

ARTICLE 15
ON-CALL ASSIGNMENTS, CALL-BACK, AND COURT APPEARANCES

15.1 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.

15.2 On-Call Payment.

A. On-call 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 one dollar ($1.00) for each hour such employee is required to be on-call.

C. An employee who is required to be on-call on a Saturday, Sunday, or a holiday will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the hourly minimum for the employee's class for each hour such employee is required to be available.

15.3 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.

15.4 Court Appearances. 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 2-1/2 hours which shall be counted as hours worked.

ARTICLE 16
LEAVE

16.1 Employees may be granted leaves of absence as provided in College Regulations.

16.2 Job-Related Disability Leave. Paid or unpaid job-related disability leave shall be in accordance with Chapter 440, F.S.

16.3 Leave to Supplement Workers' Compensation Benefits and Alternate Duty.

A. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with College Regulations.

B. When an employee has been determined eligible to receive a temporary partial disability benefit or a temporary total disability benefit pursuant to the provisions of Section 440.15, F.S., and there is medical certification that the employee temporarily cannot perform the duties of the employee's regular position but can perform some type of work beneficial to the College, the employee may be returned to the payroll at his/her regular rate of pay to perform such duties as the employee is capable of performing.

C. In the event that an employee is at any time determined by the College's designated Worker's Compensation physician to be able to perform light duty work as a result of an on-the-job injury, the College will evaluate the specific light duty restrictions and may place the employee in any College light duty position if one is available. However, the College is under no obligation to create light duty for an employee. Should an employee be placed on light duty and such duty becomes subsequently no longer available, then the College may terminate or change the light duty assignment. The provision of light duty for an employee shall not set precedent for provision of light duty for another employee.

D. If the College returns an employee to alternate duty, the College shall reassign the employee to his/her regular duties when the employee becomes medically able to perform such duties.

E. A complaint concerning administration of this Section may be grieved in accordance with Article 5 of this Agreement up to and including Step 1.

ARTICLE 17
LEARNING OPPORTUNITIES

17.1 Law Enforcement Training. The College and the PBA recognize the importance of training programs to develop skills in our law enforcement officers and supervisors. The College 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.

17.2 Tuition-Free Course Program. Employees may participate in the College's Education Assistance program in accordance with the College's regulation governing such.

17.3 Health and Fitness Program. The College shall consult with the PBA under the provisions of paragraph 4.3A prior to implementing a mandatory health and fitness program for employees. Such consultation shall not constitute a waiver of the PBA's right to negotiate concerning changes in terms and conditions of employment.

ARTICLE 18
DUES DEDUCTIONS

18.1 Deductions and Remittance.

A. During the term of this Agreement, the College will deduct PBA dues and other authorized deductions in an amount established by the PBA and certified in writing by the President of the Florida Police Benevolent Association to the College, 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 College 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 College.

B. Where an employee has been suspended or dismissed and subsequently returned to work with full or partial back pay, the College 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 College 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 College 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 College 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 Florida Police Benevolent Association by the College 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.

18.2 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.

18.3 Termination of Deduction. Deductions for PBA dues and other authorized deductions shall continue until either: 1) revoked by the employee by providing the College with thirty (30) days written notice that the employee is terminating the prior check off 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.

18.4 Indemnification. The PBA shall indemnify, defend, and hold the College, the State of Florida, 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 College, the State, or their officials, agents, and employees in complying with this Article. The PBA shall promptly refund to the College any funds received in accordance with this Article which are in excess of the amount of dues and other authorized deductions which the College has agreed to deduct.

ARTICLE 19
CONFLICT OF INTEREST AND OUTSIDE ACTIVITY

19.1 Outside Employment - General.

A. On the effective date of this Agreement, any employee who is performing employment outside of the College shall notify the Chief Administrative Officer of such employment. If the employment has not been previously approved, it shall be subject to the provisions of paragraph 19.1B.

B. If an employee anticipates accepting employment outside of the College, the employee shall notify the Chief Administrative Officer of such outside employment prior to the date of employment and verify that such employment does not conflict with the employee's College employment or with applicable laws or rules. Should such conflict(s) exist, the outside employment shall not be approved.

C. The College may make reasonable inquiries of the employee to ensure that the employee's employment outside of the College does not constitute a conflict of interest or interfere with the employee's primary duties as a College law enforcement officer. Employees shall not be required to file regular reports regarding the outside employment that has not changed for activities which had previously been approved.

19.2 Outside Employment - Police Employment.

A. Outside police employment shall be limited to off-duty police employment on any property or in any facilities which are under the guidance, supervision, regulation, or control of the State University System, in accordance with the provisions of Chapter 1012.97, F.S. Employees engaged in, or anticipating, outside police employment shall seek permission from the Chief Administrative Officer, whose decision will be in accordance with the policy established by the College on such matters. Approval for such outside employment shall not be unreasonably withheld and will be granted if it:

1. Does not constitute a conflict of interest;

2. Does not interfere with the employee's primary duties as a College law enforcement officer; and

3. Is within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his/her job duties and responsibilities.

B. Employees may be permitted to wear their uniform and use their personal equipment, patrol car, or vessel during approved outside police employment.

19.3 Reimbursement of Costs. All mileage placed on a College automobile in outside police employment shall be paid for by the employee at the mileage rate established in Section 112.061, Florida Statutes.

ARTICLE 20
UNIFORMS AND EQUIPMENT

20.1 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.

20.2 Uniform accessories and equipment will include the following minimum requirements:

A. Gun belt, either 2 1/4 inches or 3 inches, as appropriate for the individual employee;

B. Firearm safety (snatch resistant) holster; and,

C. Three (3) magazines and an approved case for spare ammunition.

20.3 Uniform Maintenance and Shoe Allowance. The College will provide employees who are furnished and required by the College to wear a uniform, a uniform maintenance allowance in the amount of $350.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the College without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of $150.00 annually, unless shoes are furnished by the College.

20.4 Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of $400.00 annually, and a shoe allowance in the amount of $150.00 annually, unless shoes are furnished by the College.

ARTICLE 21
EMERGENCY EXPENSES

Emergency Expenses. When an emergency arises requiring temporary personnel assignment with less than forty-eight (48) hours notice, the College agrees to make the necessary payment to the vendor for meals and lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required by the College.

ARTICLE 22
WAGES

For Fiscal Year 2004-2005 the College will implement salary increases in accordance with the following provisions:

22.1 One Time Lump Sum Bonus:

A. In addition to the non-recurring one-time lump sum bonus payment of $1,000, less any applicable taxes and withholding, that eligible employees received on November 2, 2007 in accordance with a Memorandum of Agreement executed on October 12, 2007, each eligible employee shall receive an additional non-recurring one-time lump sum bonus payment of $2,000, less any applicable taxes and withholding. Each eligible part time employee shall receive a bonus payment prorated based on the full-time equivalency of his or her position. This bonus shall not be used to calculate base rate of pay.

B. This additional bonus shall be paid not more than two weeks following the latest date of labor and management ratification of this new collective bargaining agreement.

22.2 Competitive Pay Adjustment:

Each eligible employee shall receive a competitive pay adjustment of 2.0 percent to the employee's December 29, 2007, base rate of pay. This adjustment shall be retroactive to December 30, 2007.

22.3 Eligible Employee:

A. With respect to 22.1 and 22.2, eligible employee refers to an employee who is, at a minimum, meeting his or her required performance standards (effective rating). If an ineligible employee (marginal or unsatisfactory rating) achieves performance standards (effective rating) subsequent to implantation of the one time lump sum bonus and the competitive pay adjustment but on or before the end of the fiscal year, the employee may receive the one time lump sum bonus and competitive pay adjustment. Such delayed increase shall be effective on the date of that performance evaluation and shall not be retroactive.

B. Each eligible employee must have been employed by the College as of July 1, 2007, and must have been continuously employed through the latest date of labor and management ratification of this new collective bargaining agreement.

22.4 Salary Increase Upon Promotion: An employee promoted pursuant to Article 9 shall receive an increase of at least 10% of the employee's base rate of pay as of the day prior to the effective date of the promotion.

22.5 Additives for Special Assignments. The College may provide salary additives to employees selected for special assignments such as Field Training Officer. Prior to implementing such additives, the College shall provide the PBA with the policy, including criteria and compensation for such additives. The amount of such additives shall be at least 5% of the employee's base rate of pay during the period of the assignment. The PBA may consult with the College under Article 4.3 prior to the implementation of the additives.

ARTICLE 23
BENEFITS

23.1 State Employee Health Insurance Program. The College and the PBA support legislation to provide adequate and affordable health care insurance to all employees.

23.2 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.

23.3 Retired Employees.

A. Employees who have retired under the Florida Retirement System with the College shall be eligible, upon request, to receive on the same basis as other employees the following benefits at the College from which they retired, subject to College rules and procedures:

1. retired employee identification card;

2. use of the College library (i.e., public rooms, lending and research service); and,

3. placement on designated College 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 College recreational facilities;

2. a College 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, in accordance with Section 240.235(3), Florida Statutes.

C. Under normal retirement, including disability retirement, an employee shall be presented one complete uniform including the badge worn by him/her, an identification card clearly marked "RETIRED" consistent with the provisions of Section 112.193, Florida Statutes and, if the employee has been in the employ of the NCF Police Department in a sworn position for six (6) consecutive years, the employee's firearm, if one has been issued as part of the employee's equipment.

23.4 Award Program. The College agrees to promote a program of recognition awards for employees which shall include:

A. Upon promotion, a framed certificate certifying the promotion;

B. Awards for bravery and outstanding service;

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

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

23.5 Wellness Program. The College and the Association recognize the benefits of wellness programs. Prior to implementing any new wellness program for law enforcement officers, the College will consult with the PBA regarding the proposed wellness program. If the parties cannot reach an agreement, any portion of the proposed program that represents a change in terms and conditions of employment would then be subject to collective bargaining prior to implementation.

ARTICLE 24
SENIORITY

24.1 Definition. For the purpose of this Article,

A. Classification Seniority" shall be defined as continuous service within a specific job classification within the bargaining unit; provided, however, that any unauthorized absence for three (3) or more consecutive days shall be considered a break in service.

B. "Bargaining Unit Seniority" shall be defined as cumulative continuous service in all job classifications comprising the bargaining unit; provided, however, that any unauthorized absence for three (3) or more consecutive days shall be considered a break in service.

24.2 Seniority Application.
Except under extraordinary circumstances, vacations, shifts, shift transfers, and regular days off shall be scheduled with due regard for the needs of the College, seniority, and employee preference. The College and the PBA understand that there may be times when the needs of the College will not permit such scheduling.

24.3 Shift Assignment.
Patrol personnel will normally be afforded the opportunity to bid for their preferred shift assignment annually, based upon classification seniority as defined above. The shift bid shall begin no later than September 1 and will take effect on January 1. Ties in classification seniority shall be broken by lottery. Sergeants shall bid first for shift selections, followed by corporals then patrol officers.

24.4 Vacation and Holiday Leave.

A. 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 College from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

B. An annual leave calendar will be prepared for circulation to all filled positions within the bargaining unit. The calendar's circulation will flow in accordance with bargaining unit seniority. The calendar will be distributed early enough to insure picks are posted by December 31 of the current year.

The vacation reservation process will begin with the most senior officer in the bargaining unit reserving two weeks, followed likewise by the next most senior officer. The schedule document will pass from officer to officer in this manner

until all officers in the bargaining unit have reserved two vacation weeks each.

The schedule document will then be returned to the most senior officer in the bargaining unit, who will reserve up to two weeks (actual weeks remaining to be reserved depend on years of service), followed likewise by the next most senior officer until all officers in the bargaining unit have reserved up to four vacation weeks.

Each member of the bargaining unit will have no more than three work days from receipt of the vacation schedule document to complete their selection and return the document to the schedule coordinator.

C. After all selections are made, the College will compare the various calendars and apply the following guidelines:

1. No two officers in the same classification can be on annual leave at the same time.

2. A Sergeant and an officer in a lower classification on the same shift can not be on annual leave at the same time.

3. A Sergeant and an officer on different shifts may be on annual leave at the same time, if it doesn’t conflict with the needs of the department.

ARTICLE 25
GROOMING STANDARDS

25.1 Haircuts will conform to the following standards: Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. The hair of uniformed female members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair must be worn up in a neat, stylish manner which permits the wearing of the hat. Conspicuous barrettes, pins, or combs will not be worn.

25.2 If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

25.3 The face will be clean shaven, except that if a mustache is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip.

25.4 Cosmetics and Jewelry. If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings. Necklaces shall not be visible when the uniform is worn.

ARTICLE 26
REPLACEMENT OF PERSONAL PROPERTY

26.1 Policy. An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription eyewear, or such other items of personal property as have been given prior approval by the College 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.

26.2 Specific Reimbursement Allowances and Approvals.

A. Upon proper documentation by the employee of the amount expended, the College shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - $75;

2. Prescription eye wear - $200 (including any required examination);

3. Other Items - The Chief Administrative Officer shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear; and ,

4. Total allowable per incident - $500.

B. Such reimbursement shall be with the approval of the Chief Administrative Officer. Approval shall not be unreasonably withheld.

ARTICLE 27
NO STRIKE

27.1 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.

27.2 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 College shall not be subject to the Grievance Procedure established herein.

ARTICLE 28
PREVAILING RIGHTS

28.1 All pay and benefits provisions published in the College Regulations which cover employees and which are not specifically provided for or modified by this Agreement or by the Legislature shall be in effect during the term of this Agreement.

28.2 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 College Regulations, or other appropriate administrative or judicial remedy.

28.3 Employees may access these provisions at the College's Human Resources website or by visiting the Office of Human Resources. A summary of benefits is also included in the Employee Handbook.

28.4 PBA retains its rights to demand to negotiate changes in terms and conditions of employment in accordance with Chapter 447, Florida Statutes.

28.5 In the event any terms and conditions of employment are affected by the College's regulation development process, any demand to negotiate with regard to the proposed regulation shall be submitted to the Office of Human Resources prior to the time that the College's Board of Trustees takes final action with regard to the regulation. The PBA shall be provided notice of proposed new or revised College Regulations consistent with NCF Regulation 1.03-Regulation Development Process.

ARTICLE 29
MANAGEMENT RIGHTS

The PBA agrees that the College has, and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of the College, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is the right of the College to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement; provided, however, that the exercise of such rights shall not preclude an employee or employee representative from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

ARTICLE 30
TOTALITY OF AGREEMENT

30.1 The College 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 College 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.

30.2 Except as provided in Article 28.5, the College and the PBA, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

30.3 Modifications. Nothing herein shall preclude the College or the PBA from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

ARTICLE 31
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 32
DURATION

32.1 This Agreement shall be effective on the date it is ratified by both parties, and shall remain in full force and effect through the thirtieth day of June, 2010 with the exception that the following shall be subject to annual renegotiation.;

A. Wages (Article 22)

B. Benefits (Article 23).

C. Seniority (Article 24)

D. Two (2) additional articles may be chosen by each party. Such re-negotiations shall begin no later than June 1, 2008 for the 2008-09 re-opener negotiations and June 1, 2009 for the 2009-10 re-opener negotiations.

32.2 Negotiations for a successor Agreement shall begin no later than February 1, 2010. In the event that the College and the PBA fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

IN WITNESS THEREOF, the parties have set their signatures this ____day of _____, 2008.

FOR THE NEW COLLGE OF FLORIDA TRUSTEES:

_____
Walter L. “Mickey” Presha, Chairman

_____
Gordon E. Michalson, Jr., President

_____
John U. Martin, Chief Negotiator

Wes Walker
Michael Kessie
Mark B. Levenson
YeVette Thornton

FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION:

_____
Mike McHale, President
Southwest Florida Chapter

Robert McCabe
Peter Spees

APPENDIX A

The parties have agreed that the following class codes are included within the bargaining units indicated, and that this list may be amended by mutual agreement of the parties or by order of the Florida Public Employees Relations Commission:

Law Enforcement, Certification No. 1413:

All law enforcement officers of New College of Florida 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

NEW COLLEGE OF FLORIDA

PBA DUES DEDUCTIONS AUTHORIZATION

I, _____
(Full Name - Print) (Social Security Number)

an employee of the New College of Florida Police Department and a member of the bargaining unit duly represented by the PBA, direct the College 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 PBA.
The College is directed to begin the appropriate dollar deduction with the first full pay period commencing not earlier than seven calendar days following the date this authorization form is received by the College and to continue said deduction until: 1) revoked by me at any time upon 30 days written notice to the College, 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.

MY SIGNATURE HEREON IS AUTHORIZATION FOR THE COLLEGE TO RELEASE MY SOCIAL SECURITY NUMBER IN REPORTING DUES DEDUCTIONS.

Date: _____ Signature:_____

Distribution of Copies: Original - College
1st Copy – Association
2nd Copy – Employee

☐

APPENDIX C

Date Step 1 Grievance or Step 2 Arbitration Request is Received: _____

Received in Human Resources By: _____

NEW COLLEGE OF FLORIDA
PBA GRIEVANCE FORM

Step 1 ☐ Step 2 Arbitration ☐

Grievant's Name:_____

Grievant's Classification/Position Title: _____

Grievant's Department/Office Phone: _____/_____
Phone

Grievant's PBA Representative (if any):_____/_____
Phone

Date of Action Causing Grievance: _____

Specific Article(s) & Section(s) of Collective Bargaining Agreement or New College Regulation Alleged to Be Violated:
_____

_____

Describe Grievance (use attachments if necessary):_____

_____

_____

_____

_____

_____

_____

_____

Remedy or Relief Requested (use attachments if necessary): _____

_____

_____

_____

_____

_____

_____

_____

Grievant's Signature: _____/_____
(Step 1 or Step 2 will not be processed unless signed by Grievant) Date

PBA Representative's Signature (if applicable):_____/_____
Date