

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES

AND

GULF COAST
POLICE BENEVOLENT ASSOCIATION

2021 - 2024

Table of Contents

Article 1 Recognition	1
Article 2 Gender Reference	1
Article 3 Non-Discrimination	1
Article 4 Management Rights	2
Article 5 Employee Representation and PBA Activities	2
Article 6 Grievance Procedure.....	4
Article 7 Internal Investigations.....	7
Article 8 Work Force Reduction.....	8
Article 9 Disciplinary Action.....	9
Article 10 Classification Review	9
Article 11 Personnel Records.....	9
Article 12 Safety	10
Article 13 Seniority.....	10
Article 14 Hours of Work, Leave, and Job-Connected Disability	11
Article 15 Personal Property - Replacement and/or Reimbursement	13
Article 16 Training Opportunities.....	14
Article 17 Compensation for Temporary Special Duty in Higher Level Position.....	15
Article 18 Uniforms and Accessories	15
Article 19 Grooming.....	15
Article 20 Benefits	16
Article 21 Travel Expenses	16
Article 22 Drug Testing	16
Article 23 No Strike.....	17
Article 24 Ratification Procedure	18
Article 25 Dues Deduction.....	18
Article 26 Savings Clause	19
Article 27 Duration	19
Article 28 Totality of Agreement.....	20
Article 29 Wages.....	20
Article 30 Bonus Plan	21
Wage Addendum (August 2, 2022)	28

Article 1 Recognition

- (A) The University hereby recognizes the Gulf Coast Police Benevolent Association (PBA) as the exclusive representation for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the FGCU law enforcement bargaining unit (Union) as defined in Certification No. 1918 issued by the Florida Public Employees Relations Commission (PERC).
- (B) This Collective Bargaining Agreement (Agreement) includes all full-time sworn law enforcement employees of the FGCU Police Department (UPD) certified pursuant to Chapter 943, Florida Statutes, in the classifications of law enforcement officer and sergeant.
- (C) This Agreement excludes employees with managerial, confidential, temporary (OPS), or emergency status. The Agreement specifically excludes the chief of police and lieutenant classifications as well as the police communications officer and police communications supervisor classifications.

Article 2 Gender Reference

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Article 3 Non-Discrimination

- (A) The right of the employees to belong to, participate in, or refrain from belonging to the Union shall not be prohibited, abridged, or interfered with by the PBA or Florida Gulf Coast University Board of Trustees (FGCU or University).
- (B) The PBA will not discriminate with regard to representation of its members, or with regard to the terms and conditions of membership on the basis of race, color, creed, national origin, marital status, political affiliation, ethnicity, religion, age, disability, sex, gender identity/expression, sexual orientation, veteran status, or genetic predisposition.
- (C) FGCU and the PBA agree that the provisions of this Agreement shall be applied to all employees in the bargaining unit without regard to race, color, creed, gender, national origin, marital status, political affiliation, ethnicity, religion, age, disability, sex, gender identity/expression, sexual orientation, veteran status, or genetic predisposition.

**Article 4
Management Rights**

- (A) The PBA agrees that FGCU has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of FGCU 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.

- (B) If it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, similar catastrophes or disorders, the provisions of this Agreement may be suspended by the University during the time of the declared emergency, provided that wage rates, overtime, and other monetary benefits shall not be suspended and provided further that any disciplinary action shall be grievable at the end of the declared emergency in accordance with the provisions of this Agreement.

**Article 5
Employee Representation and PBA Activities**

SECTION 1 - Definitions

- (A) The term "employee", as used in this Agreement, shall mean an employee included in the bargaining unit represented by the PBA.

- (B) The term "Grievance Representative", as used in this Agreement, shall mean an employee designated by the President of the PBA to represent a grievant at Step 1 meetings on grievances which has been properly filed under Article 5 of this Agreement, where the PBA has been selected as the employee's representative.

SECTION 2 - Representation

The PBA President shall select three PBA Representatives, and shall furnish to the University and keep up-to-date a list of employees authorized as PBA Representatives. The PBA shall furnish to the University and keep up-to-date a list of PBA Staff Representatives. Where PBA representation is requested by an employee, the representative shall be a person designated by the PBA President.

SECTION 3 - Representative Access

The University agrees that recognized representatives of the PBA shall have access to the premises of the University which are available to the public. If an area of the University's

premises is restricted to the public, permission must be requested to enter the area. Access shall be during the regular work hours of the employee and shall be restricted to matters related to the application of this Agreement.

SECTION 4 - Documents

The University shall provide the PBA with the website of the University's regulations and policies.

SECTION 5 - Bulletin Boards

- (A) Where requested in writing, the University agrees to provide space for PBA notices on current Public Safety bulletin boards.
- (B) The PBA bulletin space may be used only for the following notices:
 - 1. Recreation and social affairs of the PBA,
 - 2. PBA meetings,
 - 3. PBA elections,
 - 4. Reports of PBA committees,
 - 5. Benefits of PBA membership,
 - 6. Current PBA contract,
 - 7. PBA paid training and educational opportunities, and
 - 8. Other materials pertaining to the welfare of PBA members.
- (C) Notices shall not contain anything that violates or has the effect of violating any law, policy, or regulation. No materials 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.

SECTION 6 - Employee Lists

Upon request of the PBA, the University will provide it with bargaining unit personnel data from Human Resources. This data will include employees' names, classification, and titles. The information will be prepared on the basis of the latest information available in the database at the time of the request.

SECTION 7 - Negotiations

- (A) The PBA agrees that all collective bargaining is to be conducted with the University designee designed for that purpose by the FGCU Board of Trustees and/or University President. Negotiation meetings shall be held at the University unless the University and the PBA agree to meet elsewhere at a facility or other location which involves no rental cost to the University. There shall be no negotiation by the PBA at other levels of the University.

- (B) Employees may request accrued annual leave for the purpose of attending PBA conventions, conferences, meetings, and negotiation meetings in the same manner and under the same conditions as are applicable to other annual leave requests. Upon the approval of the Police Chief or designee, members of the PBA negotiation committee may be permitted to adjust their work schedules to accommodate negotiation meeting dates and times in order to retain their full-time work hours for the pay period, without use of personal leave. Under no circumstances will the Police Chief approve schedule adjustments for a participating or non-participating bargaining unit member for attendance at negotiating sessions where it is determined that such approval would result in additional costs to UPD or the reduction of on-duty staff to an unacceptable level.
- (C) No employees shall leave their work location for the purpose of investigating, presenting, handling, or settling a grievance without the express permission from the Police Chief or designee.
- (D) The time in attendance at negotiation meetings shall not be counted as hours worked for the purpose of computing compensatory time or overtime.
- (E) Negotiation Committee members shall not be reimbursed by the University for travel, meals, lodging, or any expense incurred in connection with attendance at negotiation sessions or meetings connected to a grievance, petition to PERC by the PBA, or other PBA dispute.

Article 6 Grievance Procedure

SECTION 1 - General

- (A) A grievance is defined as an allegation of misapplication or misinterpretation of this Agreement.
- (B) The employee covered by this Agreement shall present the grievance within seven (7) calendar days of the date from which the act or omission giving rise to the grievance in the following manner:
- (C) Probationary employees are not subject to the grievance procedure.

SECTION 2 - Informal Resolution

The employee will schedule a meeting with the Patrol Lieutenant to discuss the allegation, act, or omission in an attempt to resolve the issue. The Patrol Lieutenant shall be given a reasonable time to address the concern; however, no more than seven (7) calendar days to provide a response to the employee. No union representation is required at this step.

SECTION 3 - Formal Resolution

(A) Step One:

If the issue is not resolved during Informal Resolution, the employee shall present the grievance in writing within seven (7) calendar days of the date from which the informal response was provided to the employee to the Patrol Lieutenant.

1. A grievance form shall be submitted to the Shift Commander containing the following information:
 - a. The specific citation within the Agreement, the article, or section (if applicable) alleged to have been violated;
 - b. A statement of the grievance and the facts upon which it is based;
 - c. The remedy or adjustment requested; and
 - d. The signature of the aggrieved employee.
2. Once a written grievance has been filed, no changes, amendments, or revisions to it will be accepted by the University.

(B) Step Two:

If the grievance is not resolved by the grievant's Patrol Lieutenant within seven (7) calendar days, the aggrieved employee with or without the Union representative will meet with the Police Chief. The Police Chief will schedule a meeting with the grievant and Union representative, if requested by the grievant, within seven (7) calendar days to discuss the grievance. The Police Chief will provide a response, in writing, on the grievance form within seven (7) calendar days of the grievance meeting.

(C) Step Three:

1. If the grievance has not been resolved at Step Two, the grievance is submitted to the Associate Vice President, Human Resources within seven (7) calendar days from the Step Two response.
2. The Associate Vice President, Human Resources will schedule a meeting with the grievant and Union representative, if requested by the grievant, within seven (7) calendar days. The Associate Vice President, Human Resources will provide a written response to the grievant within seven (7) calendar days of the grievance meeting.

(D) Arbitration:

1. If the grievance was not resolved in Step Three, it may then be submitted to Arbitration for binding disposition within seven (7) calendar days after a decision is provided in Step Three. The PBA shall maintain sole authority regarding whether grievances may be forwarded to arbitration.

2. The Arbitrator shall be an impartial, neutral, and mutually accepted by the parties from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service (FMCS). The parties shall select the Arbitrator through the use of the alternate striking method wherein issues of contract disputes the University shall strike first, and in issues regarding disciplinary matters, the PBA shall strike first. Both the University and the PBA shall have the right to reject one complete panel per arbitration. The parties further agree to accept the Arbitrator's decision as final and binding.
3. The cost for the services of the Arbitrator, fees and expenses, the court reporter and the costs associated with providing the arbitrator with a copy of the transcript (if he/she requests a copy), shall be shared equally by both parties to the arbitration. Any party desiring a transcript of the hearing shall bear the cost of its transcript unless both parties mutually agree to share the cost. Each party shall bear the expense of its own witness(es) and of its own representative(s) for purposes of the arbitration hearing. In the event the grievance is withdrawn after the selection of the Arbitrator, the party withdrawing the grievance shall be responsible for the full cost of the Arbitrator's fee (if any). Each party shall also be responsible for their own attorney fees.
4. The Arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement and shall determine the question of arbitrability first, if the question is raised by either party.
5. Where a University official has made a judgment involving the exercise of discretion, the Arbitrator shall not substitute its judgment for that of the University official, nor shall the Arbitrator review such decision except for the purpose of determining whether the decision has violated the Agreement.
6. The Arbitrator shall issue the decision within thirty (30) days of the close of the hearing on the substantive issue(s) or the submission of briefs, whichever is later, unless additional time is agreed to by the parties in writing. The Arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. In rendering its decision, the Arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of whether the act or event giving rise to the grievance violated a provision of this Agreement. The Arbitrator may not issue declaratory opinions and shall confine the decision exclusively to the question which is presented. The issue before the Arbitrator shall be whether a specific provision of this Agreement was violated.
7. With respect to an Arbitrator's award for back wages or retroactive adjustment, no Arbitrator shall have the right to determine that back wages or retroactive adjustment be awarded for a period in excess of one (1) month prior to the date of the grievance filing.
8. Any grievance not answered by Management within the time limits provided above will automatically advance to the next step of the grievance procedure, except in the case where arbitration is the next step in the grievance procedure.

9. Grievances not appealed to the next step as provided in this Article shall be considered settled on the basis of the last decision.
10. This grievance procedure shall be available to both the Union and Non-Union employees pursuant to Chapter 447 of the Florida Statutes.
11. The time limits provided in this Article shall be strictly observed unless extended by written agreement by the parties. Either party may request an extension of timelines at any step in the grievance procedure.
12. All grievances shall be processed during times which do not interfere with, or cause interruption to, an employee's work responsibilities.
13. The filing of a grievance shall in no way interfere with the right of FGCU to carry out its management responsibilities. Employees will follow all written and verbal orders given by supervisors, even if such orders are alleged to be in conflict with this Agreement. The employee shall abide by the Management decision involved in any grievance prior to and during the time a grievance has been filed, and shall not discontinue his/her duties prior to or during the time a grievance is being processed. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.
14. The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the PBA or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail.
15. The commencing of legal proceeding against FGCU in a Court of law or equity, administrative or judicial, or before PERC, or any other administrative agency, by an employee of the Commission, or any other administrative agency, by an employee of the PBA, for an allegation of misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be deemed a waiver by said employee or the PBA of their right to resort to the grievance and arbitration procedure contained in this Agreement.

Article 7

Internal Investigations

Investigations will be conducted as outlined in applicable Florida Statutes and the UPD General Orders.

Article 8
Work Force Reduction

- (A) Seniority shall be defined as the total length of continuous full-time service in classification with UPD. Seniority shall continue to accrue during all types of compensable leave approved by the University. Approved leaves of absence without pay shall not count towards the accrual of seniority. Probationary employees are excluded toward the accrual of seniority until such time as the employee satisfactorily completes probation; once completed, seniority will accrue from the date of continuous service in the classification.
- (B) Employees shall lose their seniority as a result of the following:
1. Termination;
 2. Retirement (with the exception of those entering the Deferred Retirement Option Program (DROP));
 3. Resignation;
 4. Layoff exceeding twelve (12) months; or
 5. Failure to report to the Office of Human Resources intention of returning to work within three (3) work days of the employee's receipt of recall, as verified by Certified Mail Return Receipt.
- (C) The University will determine the classification and numbers of employees to be laid off. When the layoff occurs, probationary employees shall be laid off first, and then regular full-time employees, in the inverse order of their seniority at the time of the layoff. Probationary employees shall have no recall rights.
- (D) In the event of a layoff, an employee so affected may roll back into a lower classification with the bargaining unit provided the employee has greater seniority.
- (E) Recall - Regular full-time employees on layoff status will retain recall rights for twelve (12) months. Recall will be made by Certified Mail, return receipt requested, to the last known address in the employer's record. Within three (3) work days of a Certified Receipt date, laid off employees must signify, in writing, their intention of returning to work to the Office of Human Resources. Failure to respond to the notice within the prescribed time limits previously stated shall constitute a resignation by the employee.
- (F) Recall will be offered to laid off employees, other than those employees who were on probationary status at the time of layoff, provided they have the ability to perform all of the duties of the job at the time of layoff.
- (G) When employees are recalled from layoff, the employee with the greatest seniority in that classification shall be recalled first.

Article 9
Disciplinary Action

- (A) The University reserves the right to discipline employees for just cause.
- (B) Each employee shall be furnished a copy of all disciplinary actions placed in their official personnel file and shall be permitted to respond thereto within a reasonable timeframe, not to exceed one (1) month.
- (C) An employee may request that a PBA Staff Representative be present during any University disciplinary meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered. The PBA Staff Representative may not interfere, inhibit, or control the University's meeting.

Article 10
Classification Review

Employees shall be required to perform the duties set forth in their position description and the UPD General Orders and such other duties related to the public safety at the University.

Article 11
Personnel Records

- (A) There shall be only one official personnel file for each employee, which shall be maintained by the employing agency Office of Human Resources. Information in an employee's official personnel file may be maintained in electronic, as well as paper, form.
- (B) If a disciplinary action is placed in an employee's official personnel file, a copy will be provided to the employee. The employee will have the right to respond to any such document filed, and the employee's response will be attached to the file copy. Such response must be submitted within a reasonable timeframe, not to exceed thirty (30) days.
- (C) An employee will have the right to review his official personnel file at reasonable times under the supervision of the Office of Human Resources.
- (D) Where the Police Chief or designee, the University, the Florida Public Employees Relations Commission, the Courts, an Arbitrator, or other statutory authority determines that disciplinary action against an employee is not sustained, or is unfounded, or is otherwise invalid, or when an employee is exonerated of a charge brought in a disciplinary action, the record copy of such action shall be considered null and void. If the employee was suspended without pay, the record will be kept as documentation for internal and external audit purposes.

Article 12 Safety

SECTION 1 - Vehicle and Vessel Safety

University vehicles used by employees, whether issued to the employee or not, shall be maintained in safe operating condition. Vehicles shall be operated in accordance with safety standards.

SECTION 2 - Firearms Safety

- (A) In order to promote safety in the use of firearms by employees, the University will adhere to the Commission for Law Enforcement Accreditation (CFA) standards.
- (B) The University shall issue new factory ammunition for on-duty use every 12 months from the previous issue date.

SECTION 3 - Fitness for Duty

The University desires to provide a healthy and safe workplace. To achieve this goal, it is necessary that employees report to work fit to perform their jobs in a safe, secure, productive, and effective manner. Bargaining unit employees must follow University policy, Fitness for Duty.

Article 13 Seniority

SECTION 1 - Definition

- (A) Seniority shall be defined as the total length of continuous full-time service in classification with UPD. Seniority shall continue to accrue during all types of compensable leave approved by the University. Approved leaves of absence without pay shall not count towards the accrual of seniority. Probationary employees are excluded toward the accrual of seniority until such time as the employee satisfactorily completes probation; once completed, seniority will accrue from the date of continuous service in the classification.
- (B) Employees shall lose their seniority as a result of the following:
 - 1. Termination;
 - 2. Retirement (with the exception of those entering DROP);
 - 3. Resignation;
 - 4. Layoff exceeding twelve (12) months; or
 - 5. Failure to report to the Office of Human Resources intention of returning to work within three (3) work days of the employee's receipt of recall, as verified by Certified Mail Return Receipt.

Article 14
Hours of Work, Leave, and Job-Connected Disability

SECTION 1 - Work Period

- (A) The work period for employees shall be a period of fourteen (14) consecutive calendar days and the regular work schedule during that period shall consist of eighty (80) hours.
- (B) Overtime 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 University regular payroll practice. The University reserves the right to credit the employee with compensatory time rather than the payment of overtime.

SECTION 2 - Shift Trades

Shift trades will be administered as outlined in the UPD General Orders.

SECTION 3 - Special Detail

An employee reporting for duty to a special event outside their regular work hours shall be guaranteed four (4) hours of pay if the event is cancelled or concluded prior to the end of the four (4) hours period. Special Detail shall be paid at time and a half.

SECTION 4 - Court Appearances

If an employee is subpoenaed to appear in court as a witness in a job-related court case, the employee will be compensated a minimum of two (2) hours. Employee should forgo any offer compensation of a lesser or equal amount to minimum compensation.

SECTION 5 - Overtime

- (A) The normal work period for each full-time employee shall be eighty (80) hours.
- (B) Time worked over an eighty (80) hour work period will be compensated at time and a half.

SECTION 6 – Shift Differential

- (A) A payment of shift differential for unit members who work patrol shifts other than the regular day shift will be set to meet the needs of the university.
- (B) Patrol unit members will be paid a shift differential salary additive for the entire shift when scheduled to work an evening or night shift of \$1.00 per hour where the majority of hours fall between 6:00 p.m. and 6:00 a.m.
- (C) The shift differential is included in the calculation of the employee’s regular rate of pay for purposes of computing overtime pay.

- (D) Employees who are assigned a shift according to the shift selection process are eligible to receive a shift differential additive. Exceptions to this section may be approved by the chief for new hires and if an assignment is made between shift selection processes for a period of at least six pay periods.

SECTION 7 - Leave and Holidays

- (A) The University shall recognize the following paid holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Friday after Thanksgiving Day
9. Christmas Day

- (B) Administrative Closure Days

Bargaining unit members are subject to University policy regarding administrative closure days as well as departmental policy concerning the application of administrative closure days (the business days designated by the University between December 25 and January 1).

- (C) Personal Day

A personal day (earned each fiscal year beginning July 1) must be taken as a full day based on the number of hours in the employee's regular workday. The personal day must be taken by the employee before the close of business on June 30 each year or it will be forfeited.

- (D) If a holiday falls on a scheduled workday, the employee will receive hourly compensation for the total hours worked plus special compensatory leave, hour for hour, for the number of hours the employee worked.
- (E) When a holiday falls on an employee's regularly scheduled day off, the employee will be granted special compensation hours equal to the number of hours the employee normally works to be used at a later date.
- (F) When an employee is normally assigned to work a holiday and the employee is granted the day off, the employee will be paid his regular pay for the day.
- (G) Holiday pay shall be paid for the entire shift or assignment of work.

SECTION 8 - Special Compensatory Leave

Bargaining unit employees will be subject to University policy concerning special compensatory leave with the exception that employees shall decide the order in which Special Compensatory Leave is used until the maximum allotted for special compensatory leave is reached or as under the discretion of the Police Chief.

SECTION 9 - Annual, Sick, Bereavement, and Job-Related Disability Leaves

Annual, sick, bereavement, and job-related disability leave shall be governed by University policy, regulation, federal, or state law.

SECTION 10 - Vacation Time

Full-time Officers shall receive annual leave accrual based on University policy for support personnel.

Article 15 Personal Property - Replacement and/or Reimbursement

SECTION 1 - Policy

An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch, cell phone, prescription eyewear, or such other items of personal property as have been given prior approval by the University 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 with the Patrol Lieutenant detailing the circumstances under which such property was damaged or destroyed.

SECTION 2 - Specific Reimbursement Allowances and Approvals

Upon submission of proper documentation by the employee of the amount expended to the Patrol Lieutenant, the University shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - \$75;
2. Prescription eyewear - \$200 (including any required examination);
3. Cell phone - \$100 (or deductible amount up to \$100);
4. Other items - The Police Chief shall have final authority to determine the reimbursement value of any other items; and
5. Total allowable per incident - \$500.

Article 16
Training Opportunities

The University and the PBA recognize the importance of training programs to develop skills in law enforcement officers and supervisors. The University will make reasonable efforts 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.

SECTION 1 – Career Development Training Incentives

(A) Upon completion of the following, Officers will be eligible for the following wage incentives effective on the first full pay period:

1. Completing 5 years of service and 120 hours of training, Bargaining Unit Members shall receive 5 percent increase to their base pay as Senior Officer.
2. Completing 10 years of service and a total of 240 hours of training and has taken one additional training class and twelve (12) months between Senior Officer and Master Officer, Bargaining Unit Members shall receive an additional 5 percent to their base pay as a Master Officer.
3. Current Sergeants that would have been eligible for the Career Development Incentives as an Officer, at the time of this agreement, shall receive the incentives.
4. Sergeants hired after the ratification of 2021 – 2024 Collective Bargaining Agreement by the Union and approval by the Board of Trustees, will not be eligible for such Career Development Training Incentives.

(B) Administration

1. Qualified training hours are defined as training hours received by completing approved training curriculum as defined and published on the approved training list by the FGCU Chief of Police. Training curriculum may include but are not limited to the below:
 - a. Law Enforcement Advanced/Specialized training from the Southwest Florida Public Safety Academy;
 - b. Institute of Police Technology and Management (IPTM); or
 - c. Special training as approved by FGCU Chief of Police.
2. Training Requests are applied for by submitting the Training Authorization Request form and checking the Career Development box.
3. Chief of Police will approve or deny Training Requests based on budget, staff, and time out of office required at his/her discretion.
4. If Training Request is denied, submission of a new Training Request is required for future Training. Denied Training Requests are not subject to the Grievance Process.

5. Years of service is considered time as a sworn member of the FGCU Police Department.

Requests for approval of the Career Development Wage Incentive must be submitted in writing as a memo to the Chief of Police and include the documentation to justify the request. Requests will be processed in a timely manner and are not subject to retroactive pay.

Article 17

Compensation for Temporary Special Duty in Higher Level Position

SECTION 1 - Eligibility

If an employee is officially appointed by the Police Chief to act in a temporary capacity in an established higher-level bargaining unit classification, the employee will be compensated at a rate of 5% additional pay for a period designated by the Police Chief. Once the temporary appointment ends, the employee will revert to the pay rate of their current position.

Article 18

Uniforms and Accessories

SECTION 1 - Uniform - Standard Issue

- (A) All employees shall receive a standard issue of uniforms and uniform accessories.
- (B) The University shall provide uniforms for its female officers in the appropriate sizes, designed and cut for females. If a female officer is required to wear a bulletproof vest, it shall be designed and fitted for a female.

SECTION 2- Uniform and Clothing Maintenance Allowance

The University will provide employees who are furnished and required to wear a uniform, or those employees assigned to full-time plain clothes positions, a maintenance, clothing and shoe allowance in the amount of \$600 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the agency without cost to the employees. In addition, the University will provide a cell phone allowance to all Officers and Sergeants pursuant to FGCU Policy 3.014, Cell Phone.

Article 19

Grooming

Employees are permitted to wear a goatee or beard-maintained at a length and pattern so as not to

detract for the officer's professional appearance. Facial hair shall be neat, trimmed, and maintained at a length not to exceed one-half inch. Beards must be trimmed above and below, and shall not be permitted below the Adam's apple or on the neck.

Article 20 Benefits

SECTION 1 - State Employee Health Insurance Program

Employees will receive the benefits offerings and premium share as set by the Department of State Group Insurance.

SECTION 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 in accordance with applicable Florida Statutes (Sections 112.19 and 110.123). The surviving spouse and family shall be directly assisted by UPD and the Office of Human Resources in obtaining all applicable survivor's benefits.

SECTION 3 - Tuition Waiver Program

Eligible employees may receive the tuition voucher as outlined in FGCU policy.

Article 21 Travel Expenses

With the prior approval of the Police Chief, travel expenses of employees incurred in the performance of their University responsibilities will be paid their hourly rate for the time spent in travel during their normal work day. Travel reimbursements will be administered in accordance with University policies and procedures.

Article 22 Drug Testing

- (A) Per the Drug-Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, is prohibited in the workplace. In addition, the use or possession of alcoholic beverages (including during break and meal periods) while on duty is expressly prohibited.
- (B) The University and the PBA agree to drug testing of employees in accordance with Section 112.0455, Florida Statutes, and the Drug-Free Workplace Act.

- (C) An employee covered by this Agreement shall be subject to a blood, urine, hair or intoxicilizer test accomplished by certified and qualified operators if there is a reasonable suspicion on the part of the employee's Patrol Lieutenant and the Police Chief or designee that the employee is under the influence of alcohol, drugs or controlled substance(s) while on duty is in violation of Section A of this Article. For purposes of determining reasonable suspicion, UPD will use the standards described under Section 112.0455, Florida Statutes.
- (D) Testing will be performed at the University's expense, except where the employee disputes the test results and requests a second test of the sample originally taken, in which case the employee is responsible for the expense. If the test results establish that an employee is present, on duty, at work with the presence of alcohol and/or drugs in his or her system, the employee may be disciplined or terminated.
- (E) The failure or refusal of an employee to submit to a blood, urine, hair, or intoxicilizer test when ordered to take such test shall result in termination.
- (F) In the event that an employee informs the University of his or her abuse of alcohol and/or drugs prior to reporting for duty and prior to testing, disciplinary action may be taken, up to and including termination. The University may, at its sole discretion, allow an employee the option of enrolling in a bona fide rehabilitation or treatment program. Failure to successfully complete the rehabilitation or treatment program, as verified by the Associate Vice President, Human Resources, shall result in termination. Sick leave and/or vacation may be used for rehabilitation and treatment. If sick leave and vacation have been exhausted, the 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. All applicable University policies concerning the use of FMLA must be followed. If a rehabilitation opportunity is afforded, it shall only be afforded once during employment.

Article 23
No Strike

SECTION 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.

SECTION 2 - Penalty

Employees who violate any provision of this 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 24
Ratification Procedure

This Collective Bargaining Agreement shall become a tentative contract upon being signed by the University Representative(s) and the PBA Representative(s) and shall become a final contract upon ratification by a majority of the employees in the Union and approval of the Florida Gulf Coast University Board of Trustees at its first regular meeting following ratification of the contract by the employees.

Article 25
Dues Deduction

FGCU and the PBA agree to the following procedure for the deduction and remittance of Union membership dues.

- (A) During the term of this Agreement, the University agrees to deduct once monthly the Union membership dues in an amount established by the PBA and certified in writing to be current by the Treasurer of the PBA from the pay of those employees in the bargaining unit who individually and voluntarily make such request in writing to the University.
- (B) The University will not be required to process an employee's written authorization if it is: (1) incorrect and/or incompletely written; (2) postdated; or (3) submitted to the University more than sixty (60) calendar days following the date of the employee's signature.
- (C) Deductions will be made monthly beginning with the first paycheck of the month commencing at least seven (7) days following receipt of authorization by the University. The PBA shall give written notice to the University of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.
- (D) The dues shall be remitted to the PBA monthly within thirty (30) days following the pay date. The University, at its option, shall remit all funds using either electronic funds transfer (EFT) or by University vendor check. At the time of each remittance, a list of the employees whose wages such deductions were made and the amounts deducted shall be provided to the PBA.
- (E) In the event an employee's wages within any paycheck are not sufficient to cover dues, it will be the responsibility of the PBA to collect its dues for that pay period directly from the employee.
- (F) The PBA shall indemnify, defend, and hold FGCU, 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 FGCU, the State of Florida, or their officials, agents, and employees in complying with this Article. The PBA shall promptly refund to FGCU any funds received in accordance with this Article which are in excess of the amount of dues that the University has agreed to deduct.

- (G) The University's responsibility for deducting dues from an employee's wages shall terminate automatically upon either:
 - 1. Thirty (30) days written notice from the employee to the University requesting termination of deduction, or
 - 2. The employee is no longer part of the bargaining unit, or
 - 3. The employee is on leave without pay.
- (H) The University will not deduct any PBA fines, penalties, or special assessments from the pay of any employee.
- (I) The University's responsibilities under this Article shall terminate automatically upon:
 - 1. Decertification of the Union or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or
 - 2. Revocation of the PBA's deduction privilege by the Florida Public Employees Relations Commission.

Article 26
Savings Clause

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by any reasons 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 27
Duration

- (A) This Agreement shall be effective on the date subsequent to ratification by the Union and approval by the Florida Gulf Coast University Board of Trustees and shall remain in full force and effect through and including June 30, 2024. For FY23 and FY24, the parties agree to a wage reopener.
- (B) Negotiations for a wage reopener or successor agreement shall begin on a mutually agreed upon date between the University and the PBA. The mutually agreed upon date shall be no earlier than June 1, unless otherwise agreed upon by the parties.

Article 28
Totality of Agreement

- (A) FGCU 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 FGCU 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.
- (B) FGCU 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.
- (C) Nothing herein shall preclude FGCU or the PBA from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

Article 29
Wages

SECTION 1 - Wages

- (A) Effective on the first payroll period, subsequent to ratification by the Union and approval by the Board of Trustees, a one-time adjustment will be made to the 2021-2022 (FY22) salary of bargaining unit employees reflected in the attached Tentative Wage Addendum. The salary increases and salary adjustments will be retroactive to July 1, 2021.

Negotiations for a wage reopener shall begin on a mutually agreed upon date between the University and the Union. The mutual agreed upon date shall be no earlier than June 1 of the then current fiscal year, unless otherwise agreed upon by the parties.

FY23: Wage Reopener.

FY24: Wage Reopener.

- (B) Pay range for the Officer and Sergeant positions are as follows:
 - 1. Law Enforcement Officer: \$46,000 - \$57,795.84;
 - 2. Law Enforcement Officer II (Senior): \$50,717.52 - \$64,895.04;
 - 3. Law Enforcement Officer III (Master): \$55,916.64 - \$75,502.08;
 - 4. Law Enforcement Officer (Detective): \$46,000.00 - \$75,502.08 + \$3,500; and
 - 5. Sergeant: \$60,009.12 - \$86,902.56.

- (C) An Officer receiving a promotion to Sergeant would receive the higher of either the minimum Sergeant rate or 10% above their current rate.
- (D) A Law Enforcement Sergeant who fails to complete the probationary period for a non-disciplinary reason(s), shall return to their rank and pay prior to promotion.

SECTION 2 - Eligibility Criteria for Salary Increases

Eligibility criteria as established by the University.

Article 30 Bonus Plan

SECTION 1 – General Statement

This Article outlines provisions for the award of Bonuses based on employee work performance, employee retention, and for purposes of recruitment of employees. It is derived from the University's Bonus Plan and creates a structure to award Bonuses, which may occur at any time at the sole discretion of the Chief of Police and are intended to:

1. Reward employee work performance, which may include, but is not limited to, documented work performance, successful completion of a special Project, attainment of established goals, superior performance, specific achievements or assignments of significance;
2. Recruit employees including, but not limited to, candidates with desirable specialized skills and exceptional experience or where market conditions or departmental structure merit such a recruitment award; or
3. Retain employees, which may include, but is not limited to, circumstances to address competing employment, market conditions which are significantly higher than current salary, acknowledgement of successful completion of career development, training, certification, or education degrees that are in the best interest of the University.

SECTION 2 – Applicability and/or Accountability

This Article applies to the FGCU Police Department Collective Bargaining Unit.

SECTION 3 – Definition of Terms

- (A) Bonus: Lump-sum payment not considered fixed pay or salary compensation for purposes of benefits accrual or retirement plan contributions. Such earnings are taxable earnings for the recipient in the year paid. Bonuses are department budget dependent and must be approved by Human Resources.

- (B) Good Standing: Employees who are not on a Performance Improvement Plan (PIP) and have a performance evaluation rating of "Meets Expectations" or above for the current fiscal year.
- (C) Project:
 - 1. A Project that must be completed on time, at or under original budget;
 - 2. A Project involving employees from no less than two (2) divisions working cross-departmentally or have a working value of not less than \$1,000,000; and
 - 3. A Project for which employees are expected to complete extra job duties over and above those duties within their current job description.

SECTION 4 – Bonus Types, Criteria, and Processes

(A) Performance

1. Project

- a. Project Bonuses are provided at the successful completion of a Project that is outside of the employee's regular job responsibilities.
- b. Project Bonus amounts will be preapproved by the Division's Vice President of Administrative Services and Finance.
- c. Project Bonuses will have required metrics attached, such as milestone achievement, timeliness of Project, adherence to budget, etc.
- d. Metrics must be documented by the Chief of Police and the Senior Associate Vice President of Administrative Services and Finance prior to the commencement of the performance period or Project period.
- e. Project Bonus guidelines:

Bonuses may not exceed \$5,000. Guidelines by Project role:

- 1) Project Participant (key player) - \$500 to \$1,500.
- 2) Department Leader - \$1,000 to \$5,000.
- 3) University Project Participant (Key Player) - \$1,500 to \$3,000.
- 4) University Project Leader - \$2,500 to \$5,000.

2. Spot Bonus

- a. Spot Bonuses are generally a discretionary cash or non-cash payment given in recognition of work above and beyond expectations for typical job tasks and responsibilities.
- b. Spot Bonuses are limited to amounts ranging from \$100 to \$1,000.
- c. Spot Bonuses over \$500 must be approved by the Division's Vice President.
- d. Spot Bonuses are limited to \$1000 per employee per year.
- e. All Spot Bonuses are awarded at the discretion of the of the Chief of Police and approved by the Division's Vice President based on business needs and available budget.

3. Presidential Bonus

- a. Bonuses awarded by the President are provided to reward extraordinary innovation and/or institutional support.
- b. Presidential Bonuses are awarded as a discretionary cash or non-cash payment.
- c. Presidential Bonuses are limited to no more than twenty-five percent (25%) of the employee's base salary compensation.

(B) Recruitment

1. Referral

- a. Referral Bonuses are provided to current employees for the successful referral and subsequent hire of individuals for employment at the University.
- b. Referral Bonuses process and guidelines:
 - 1) Employee must submit resume, in connection with an open position, to Human Resources prior to the candidate beginning the application process. Only the first employee referral will be accepted per applicant.
 - 2) Employees appointed to Hiring Committees or Hiring Panels are not eligible for Referral Bonuses for candidates to that position.
 - 3) Eligible referrals may not be former Florida Gulf Coast University employees.
 - 4) Referral Bonuses will be paid after the new hire referral completes six (6) months of service at the University.

- 5) Award levels are based on newly hired employee classification:
 - a) \$150 for part-time positions
 - b) \$250 for full-time positions
 - c) \$500 for full-time positions requiring a Doctoral degree
 - d) A higher-level award may be granted for hard to fill positions based on market conditions. Such awards will be evaluated on a case-by-case basis.

2. Recruitment (Sign-on)

- a. Recruitment (sign-on) Bonuses may be awarded to new hires to enhance the compensation package associated with accepting new employment with the University. Such Bonus requires the approval of Human Resources.
- b. Recruitment (sign-on) Bonuses will not be provided in connection with internal position transfers or promotions.
- c. These Bonuses are provided to keep the employee "whole" from a loss of compensation and/or benefits in relation to joining the University from another organization, but may also be used for positions or functions requiring hard-to- hire skills and abilities due to labor market challenges.
- d. Recruitment (sign-on) Bonus guidelines:
 - 1) Approved on a case-by-case basis by the Division's Vice President and Human Resources.
 - 2) Awarded based on business needs of the department and available budget.
 - 3) Paid within thirty (30) days of hire date with regular payroll process.
 - 4) New employee must remain employed with the University for a period of twelve (12) months or be required to repay all or a prorated portion of the Recruitment Bonus upon separation.

(C) Retention

1. Retention (General)

- a. Retention Bonuses are provided in instances in which it is critical that the University retain talent over a defined period of time, whether for Project needs or in response to high turnover or lack of available qualified market talent.
- b. Determination of criticality is subject to the assessment and approval of Department leadership based on business needs.

- c. All Retention Bonuses must be approved by a Vice President and Human Resources outlining the terms of the Retention Bonus.
 - d. Retention incentive Bonus guidelines:
 - 1) Retention period will cover no less than six (6) to twelve (12) months of continuous employment and is limited to one (1) per thirty-six-month period.
 - 2) Bonuses may not exceed fifteen percent (15%) of the employee's base salary compensation, up to \$15,000.00, and are subject to Human Resources approval.
 - 3) If the employee leaves the University within the retention period, the Retention Bonus, or a prorated portion thereof, must be paid back to the University upon separation or deducted from the final University disbursement.
2. Educational Incentive (Degree or Certification)
- a. Employees may be granted an Educational Incentive Bonus upon completion of a program of study, degree, and/or certification from an accredited institution or professional organization. Course of study should be relevant to the position and/or departmental needs, typically a preferred qualification of the classification.
 - b. Upon completion of program, degree, or certification, employees submit written verification from the Provider of the completed coursework, license, or certification to their supervisor.
 - c. Employees are limited to one (1) award every twelve (12) months, unless approved in advance by Human Resources based on critical business need.
 - d. The Educational Incentive Bonuses are paid upon verification of completion as follows:
 - 1) Associate Degree - \$2,000
 - 2) Bachelor's Degree - \$3,000
 - 3) Master's Degree - \$4,000
 - 4) Doctorate Degree - \$5,000
 - 5) Apprenticeship - \$500
 - 6) Journeyman - \$750
 - 7) Professional Registration or License - \$1,000

8) Professional Certification or Digital Badge - \$500

- (D) Annually, on a schedule established by the Board of Trustees, the President shall submit a report certifying:
1. That any Bonuses paid during the reporting period complied with the criteria within this Article;
 2. Such Bonuses were paid from funds contained in the University's approved budget; and
 3. The total amount paid during the reporting period for Performance, Recruitment, and Retention Bonuses.

SECTION 5 – Interpretation

This Article shall be interpreted in accordance with FGCU Regulation 5.024, Bonus Plan, and any approved amendments made to FGCU Regulation 5.024 shall be automatically incorporated into this Article. No past practice shall be formed between the bargaining unit and University relative to the provisions in this Article. Rather, the sole precedent for interpreting this Article shall be the decisions made by the University Board of Trustees.


IN WITNESS THEREOF, the parties have set their signatures this 8th day of September 2022.

FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES



Michael V. Martin, President

THE GULF COAST POLICE
BENEVOLENT ASSOCIATION



Matt Sellers, President and Chief
Negotiator



Robert J. Sniffen, Chief Negotiator

Florida Gulf Coast University
Administrative Bargaining Team

Anthony Rispoli
James Slapp
Sara Stensrud
Robert J. Sniffen

Gulf Coast Police Benevolent
Association Bargaining Team

James Bair
Pat McGowan
Matt Sellers

**Wage Addendum
(August 2, 2022)**

Last Name	First Name	Classification	FY21/22 Hourly Rate	FY21/22 Hourly Rate Annualized
Gianfrancesco	Anthony	Law Enforcement Officer	22.04	46,019.52
Presson	Joshua	Law Enforcement Officer	22.04	46,019.52
Riger	Alexandros	Law Enforcement Officer	22.04	46,019.52
Garcia	Anthony	Law Enforcement Officer	22.39	46,748.64
Bair	James	Law Enforcement Officer	22.39	46,748.64
Hoffman	Christine	Law Enforcement Officer	22.39	46,748.64
Horn	William	Senior Law Enforcement Officer	24.08	50,279.04
Winning	William	Senior Law Enforcement Officer	24.08	50,279.04
Palmer	Cristopher	Senior Law Enforcement Officer	24.85	51,885.54
Anderson	Joseph	Senior Law Enforcement Officer (Investigator)	27.80	58,040.54
Page	Tommie	Master Law Enforcement Officer	30.50	63,689.22
Kittleson	Sean	Sergeant	28.74	60,009.12
Targia	Terry	Sergeant	28.74	60,009.12
McGowan	Patrick	Sergeant	28.74	60,009.12
Kuenzi	Gary	Sergeant	31.17	65,074.82